E-FILED
Rachel Dombrowski, Clerk
Appellate Court of Maryland
3/17/2025 5:03 PM

In the

Appellate Court of Maryland

No. ACM-REG-1325-2024

September Term, 2024

JUSTIN KYLE HOLDER

Appellant,

v.

WASHINGTON COUNTY BOARD OF COUNTY COMMISSIONERS, ET AL.,

Appellees.

Appeal from the Circuit Court for Washington County, Maryland
(Hon. Judge Richard E. Jordan)

RECORD EXTRACT – VOLUME 5D

Jacob I. Weddle, Esq.
CPF NO. 0712120390
REMUS, WEDDLE & CAVENEE, LLC
18 WEST CHURCH STREET, SECOND FLOOR
FREDERICK, MARYLAND 21701
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jweddle@rwclawyers.com
Counsel for Plaintiff/Appellant

Record Extract
ACM-REG-1325-2024
Sept. Term 2024; No. 1325

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DISTRICT COURT OF MARYLAND FOR Washington County
Located at 36 West Antietam St, Hagerstown, Maryland 21740

Case No. D-112-CR-20-004016

STATE OF MARYLAND VS. HOLDER, JUSTIN

308 W. CHAPLINE ST.
SHARPSBURG, MD 21782-0000

CC#: SID: FBI#:
LID: DL#:
Race: W Sex: M Ht: 6' 00" Wt: 0 Hair: Eyes: BLU
DOB: 07/05/1977 Phone(H): 240-356-2008 Phone(W):

Charge | Statute | Arrest
TRESPASS-POSTED PROPERTY | CR 6 402 |

Charge | Statute | Arrest
TRESPASS: PRIVATE PROPERTY | CR 6 403 |

CRIMINAL SUMMONS ON CHARGING DOCUMENT

STATE OF MARYLAND, Washington County, to wit:

To the Defendant:

YOU ARE SUMMONED AND COMMANDED to appear for a Trial/Hearing on a date to be set by the Clerk to answer the charge(s) lodged against you in the charging document attached hereto.

NOTICE TO DEFENDANT: If you fail to appear at the place, time and date set forth above, a warrant for your arrest may be issued. If you change your name, address, or telephone number, you must notify the Court at the above location prior to the trial date.

To request a foreign language interpreter or a reasonable accommodation under the Americans with Disabilities Act, please contact the court immediately. TTY users call Maryland RELAY: 711

Date: 11/19/2020 ~~Judge~~/[✓ Commissioner]/~~Clerk~~:__________ IDB057

Given to WASHINGTON COUNTY SHERIFF'S DEPT

NOTICE TO OFFICER: If not served by 12/19/2020, return to the Court.

ACKNOWLEDGEMENT

I acknowledge receipt of a copy of this Summons and hereby promise to appear as required by the Summons. I understand that acceptance of this Summons is not an admission of guilt but that my failure to appear at the place, time and date herein set forth will result in the issuance of a warrant for my arrest.

Date:__________ Signature of Defendant:__________

RETURN OF SERVICE

☐ I certify that I delivered a copy of this Summons personally at______M on______at______

☐ I certify that the defendant could not be found.

☐ I certify that I personally attempted to deliver a copy of this Summons to the Defendant but he refused to accept the same and/or sign a receipt for same.

Signature & Title of Peace Officer:__________ Date:__________

Printed Name of Officer:__________

Agency, Sub-Agency, I.D.:__________

DEFENDANT

Tracking No. 181001697800

PLAINTIFF'S EXHIBIT 46
PENGAD 800-631-6989

T COURT OF MARYLAND FOR Washington County

36 West Antietam St, Hagerstown, Maryland 21740

Case No. D-112-CR-20-004016

TATE OF MARYLAND **VS.** **HOLDER, JUSTIN**

308 W. CHAPLINE ST.
SHARPSBURG, MD 21782

COMPLAINANT:
ESTES, BENJAMIN N.
22 MOUNT HEBRON RD.
KEEDYSVILLE, MD 21756

CC#:
LID:
SID:
DL#:
FBI#:
Race: W Sex: M Ht: 6' 0" Wt: Hair: Eyes: BLU
DOB: 07/05/1977 Phone(H): 240-356-2008 Phone(W):

STATEMENT OF CHARGES

UPON THE FACTS CONTAINED IN THE APPLICATION OF ESTES, BENJAMIN N. IT IS FORMALLY CHARGED THAT HOLDER, JUSTIN at the dates, times and locations specified below:

NUM	CHG/CIT	STATUTE	PENALTY	DESCRIPTION OF THE CHARGE
001	2 2210	CR 6 402	90 D &/or $500.00	TRESPASS-POSTED PROPERTY On or About 11/19/2020 22 MOUNT HEBRON RD. KEEDYSVILLE, WASHINGTON COUNTY, MARYLAND did trespass and enter upon the property at 22 Mount Hebron Rd., Keedysville, Maryland , said property being posted against trespassers in a conspicuous manner. Against the Peace, Government, and Dignity of the State.
002	2 2220	CR 6 403	90 D &/or $500.00	TRESPASS: PRIVATE PROPERTY On or About 11/19/2020 22 MOUNT HEBRON RD. KEEDYSVILLE, WASHINGTON COUNTY, MARYLAND did enter upon the private property, and premises of Benjamin N. Estes after having been duly notified not to do so by Benjamin N. Estes, the owner. Against the Peace, Government, and Dignity of the State.

Date : 11/19/2020 Time : 10:41 AM
Tracking No. 181001697800

Judicial Officer: ______________ **B057**

ICT COURT OF MA Washington County ☐ (City/County)
OCATED AT (COURT ADDRESS)
36 W Antietam St, Hagerstown,

CASES:

D-112-CR-20-004016

COMPLAINANT	**DEFENDANT**
Benjamin N. Estes Printed Name	Justin Holder Printed Name
22 Mount Hebron Rd. Address	308 W Chapline St. Address
Keedysville, MD 21756 — 301 465 0402 City, State, Zip — Telephone	Sharpsburg, MD, 21782 — 240 356 2008 City, State, Zip — Telephone
Agency, Sub-agency, and I.D. # — (Officer Only)	CC#

DEFENDANT'S DESCRIPTION: Driver's License # ____ Sex M Race White Ht 6 Wt 0
Hair Sandy Eyes Blue Complexion ____ Other ____ DOB 07/05/1977 ID ____

APPLICATION FOR STATEMENT OF CHARGES

Page 1 of 2

(Include a statement of facts within your personal knowledge (what you saw or heard, what someone said to you, etc.) showing that there is probable cause to believe that a crime has been committed and that the defendant has committed it. Please see the "NOTICE TO APPLICANT FOR A CHARGING DOCUMENT" for further information.)

I, the undersigned, apply for a statement of charges and a summons or warrant which may lead to the arrest of the above named defendant because on or about January 28, 2020 (Date) at 22 Mount Hebron Rd., Keedysville, MD at the Complainant's residence and lands (Place), the above named defendant did willfully, knowingly trespass on the lands of Benjamin Estes after having been explicitly instructed by the Complainant to not trespass on numerous occassions. The complainant had told Mr. Holder on Sat. Jan. 18th, 2020, acknowedged by Mr. Holder, January 19th 2020, Monday Jan. 20, 2020. Complainant also filed a civil complaint in the District Court for Washington County, MD on 1/22/20 claiming trespass and damages of trees among other matters. Mr. Holder filed a complaint with the Maryland Department

(Continued on attached ____ pages) (DC-CR-001A)

I solemnly affirm under the penalties of perjury that the contents of this document are true to the best of my knowledge, information, and belief.

____ Date
____ Officer's Signature
____ Printed Name

I have read or had read to me and I understand the notice on the back of this form.

11-15-20
Date

Applicant's Signature
Benjamin N. Estes
Printed Name

Subscribed and sworn to before me 11.15.2020 (Date) at 9:40 (Time) ☐ AM ☒ PM
Judge/Commissioner ____ ID Number R057

I understand that a charging document will ~~be issued and that~~ I must appear for trial ☐ on ____ Date
at ____ Time, ☐ when notified by the clerk, at the court location shown at the top of this form.

(X)
Applicant's Signature

☐ The applicant requests reasonable protection for safety of the alleged victim or the victim's family:
____ (Describe)

☑ I have advised applicant of the right to request shielding. ☑ The applicant declines shielding. (X) BNE
☐ I declined to issue a charging document because of lack of probable cause.

____ Date
____ Commissioner ____ ID Number
____ Printed Name

DC-CR-001 (Rev. 10/2020) Tr.# 181001697800

RICT COURT OF MARYLAND FOR Washington County (City/County)

LOCATED AT (COURT ADDRESS)
36 West Antietam Street, Hagerstown, MD 21740

DC Case : D-112-CR-20-004016

DEFENDANT'S NAME (LAST, FIRST, M.I.)
Holder, Justin, K

APPLICATION FOR STATEMENT OF CHARGES (CONTINUED)

Page 2 of 2

of the Environment on 2/11/20 alleging that the Complainant had installed a pedestrian bridge and that the Complainant was installing water pipe on the Complainant's property. On 2/11/20 Justin Holder sent pictures to the Maryland Department of the Environment. Copies of these pictures, as of Friday, 11/13/20, are now in the possession of the Complainant, and are available for the police or prosecution to review (some are shown below). The pictures that Mr. Holder sent to the Maryland Department of the Environment on 2-11-20 clearly show that Mr. Holder was on the lands of the Complainant and are timestamped 20200128, well after Mr. Holder had been told on numerous occassions to not trespass on the lands of Ben Estes. One of the pictures appears to be a selfie taken by Mr. Holder well upstream from the bridge which he was complaining to the Maryland Department of the Environment was unpermitted--and existing on the Complainant's property. Put a different way, the bridge that is shown in Mr. Holder's "selfie" is the same bridge he acknowledged in his complaint to the Mayland Department of The Environment existed, unpermitted on the Complainant's land (not his own or anyone else's). Other pictures taken contemporaneously with the "selfie" include numerous other pictures which have been taken by the Complainant and indicate his presence, unpermitted, in wanton violation on the Complainant's directives to remain off of the Complainant's land.

It is important to note that at the time of these events Mr. Holder was well aware that he did not have any colorable claim of right to the land that he entered on Mr. Estes Property. In addition to Mr. Estes directives to not trespass, Mr. Holder, at the time of the trespass, was in possession of at least 2 recently completed surveys---of his own/ and or his wife's land (Deena Holder); both of the surveys in Mr. Holder's possession clearly show the land he was entering was not his or his wife's. It is important to note that one of the surveys is the survey that is described in and describes Mrs. Holder's land in Mrs. Holder's recorded deed. Mr. Holder, in fact, sent the Complainant one of the surveys on January 3rd, 2020--almost 4 weeks before he entered the Complainant's property. Additionally, on 12-31-19, Mr. Holder had personally shown the Complainant the survey markers that clearly delineated what he thought was his and/or his wife's property. Additionally, the land the Mr. Holder entered is clearly marked with bright yellow no trespassing signs indicating that trespassers will be prosecuted.

The Complainant respectfully requests that Justin Holder be charged with Trespass. Mr. Holder must be prohibited from entering all of the lands owned by the Complainant as are shown in the public records. The Complainant also requests that Mr. Holder stay away from and to have no contact with the Complainant.

20200128_154929.jpg
1768K

11-15-20
Date

Applicant's Signature

Benjamin N. Estes
Printed Name

Tr.# 181001697800

DC-CR-001A (Rev. 04/2015)

DISTRICT COURT OF MARYLAND FOR Washington County
Located at 36 West Antietam St, Hagerstown, Maryland 21740

Case No. D-112-CR-20-004087

STATE OF MARYLAND **VS.** **HOLDER, JUSTIN**
308 WEST CHAPLINE ST
SHARPSBURG, MD 21782-0000

CC#: SID: FBI#:
LID: DL#:
Race: W Sex: M Ht: 6' 00" Wt: 0 Hair: BRO Eyes:
DOB: 07/05/1977 Phone(H): 301-992-2001 Phone(W):

Charge | Statute | Arrest
TRESPASS: PRIVATE PROPERTY | CR 6 403 |
STALKING | CR 3 802 (c) |

Charge | Statute | Arrest
ASSAULT-SEC DEGREE | CR 3 203 |

CRIMINAL SUMMONS ON CHARGING DOCUMENT

STATE OF MARYLAND, Washington County, to wit:

To the Defendant:

YOU ARE SUMMONED AND COMMANDED to appear for a Trial/Hearing on a date to be set by the Clerk to answer the charge(s) lodged against you in the charging document attached hereto.

NOTICE TO DEFENDANT: If you fail to appear at the place, time and date set forth above, a warrant for your arrest may be issued. If you change your name, address, or telephone number, you must notify the Court at the above location prior to the trial date.

To request a foreign language interpreter or a reasonable accommodation under the Americans with Disabilities Act, please contact the court immediately. TTY users call Maryland RELAY: 711

Date: 11/13/2020 Judge/Commissioner/Clerk: Todd Reed T. Reed #B079 Commissioner IDB079

Given to WASHINGTON COUNTY SHERIFF'S DEPT

NOTICE TO OFFICER: If not served by 12/13/2020, return to the Court.

ACKNOWLEDGEMENT

I acknowledge receipt of a copy of this Summons and hereby promise to appear as required by the Summons. I understand that acceptance of this Summons is not an admission of guilt but that my failure to appear at the place, time and date herein set forth will result in the issuance of a warrant for my arrest.

Date:__________ Signature of Defendant:__________

RETURN OF SERVICE

☐ I certify that I delivered a copy of this Summons personally at______M on______at______

☐ I certify that the defendant could not be found.

☐ I certify that I personally attempted to deliver a copy of this Summons to the Defendant but he refused to accept the same and/or sign a receipt for same.

Signature & Title of Peace Officer:__________ Date:__________

Printed Name of Officer:__________

Agency, Sub-Agency, I.D.:__________

Tracking No. 201001525185

DEFENDANT

DISTRICT COURT OF MARYLAND FOR Washington County

Located at 36 West Antietam St, Hagerstown, Maryland 21740

Case No. D-112-CR-20-004087

STATE OF MARYLAND VS. **HOLDER, JUSTIN**

308 WEST CHAPLINE ST
SHARPSBURG, MD 21782

COMPLAINANT:
ESTES, BENJAMIN NIU
22 MOUNT HEBRON RD
KEEDYSVILLE, MD 21756

CC#:
SID:
FBI#:
LID:
DL#:
Race: W Sex: M Ht: 6' 0" Wt: Hair: BRO Eyes:
DOB: 07/05/1977 Phone(H): 301-992-2001 Phone(W):

STATEMENT OF CHARGES

UPON THE FACTS CONTAINED IN THE APPLICATION OF ESTES, BENJAMIN NIU IT IS FORMALLY CHARGED THAT HOLDER, JUSTIN at the dates, times and locations specified below:

NUM	CHG/CIT	STATUTE	PENALTY	DESCRIPTION OF THE CHARGE
001	2 2220	CR 6 403	90 D &/or $500.00	TRESPASS: PRIVATE PROPERTY On or About 02/12/2020 22 MOUNT HEBRON RD KEEDYSVILLE/WASHINGTON COUNTY, MARYLAND ...did enter upon the private property, and premises of BENJAMIN NIU ESTES after having been duly notified not to do so by BENJAMIN NIU ESTES, the owner. Against the Peace, Government, and Dignity of the State.
002	1 1415	CR 3 203	10 Y &/or $2,500.00	ASSAULT-SEC DEGREE On or About 02/12/2020 22 MOUNT HEBRON RD KEEDYSVILLE/WASHINGTON COUNTY, MARYLAND ...did assault BENJAMIN NIU ESTES in the second degree in violation of CR 3-203, contrary to the form of the act of the assembly in such case made and provided and against the peace, government, and dignity of the state. Against the Peace, Government, and Dignity of the State.
003	1 6525	CR 3 802 ((c))	5 Y &/or $5,000.00	STALKING On or About 02/12/2020 22 MOUNT HEBRON RD KEEDYSVILLE/WASHINGTON COUNTY, MARYLAND ... did engage in a malicious course of conduct by approaching BENJAMIN NIU ESTES, and intended to place BENJAMIN NIU ESTES in reasonable fear of an assault in any degree. Against the Peace, Government, and Dignity of the State.

Date : 11/13/2020 Time : 1:09 AM
Tracking No. 201001525185

Judicial Officer: Todd Reed T. Reed #B079 Commissioner **B079**

DEFENDANT

301.791.3650 717.597.1007 717.701.8111

DISTRICT COURT OF MARYLAND FOR Washington County ☐ (City/County)

LOCATED AT (COURT ADDRESS)
36 W Antietam St.
Hagerstown, MD 21740

D-112-CR-20-004087

TED CASES:

COMPLAINANT | **DEFENDANT**

Benjamin Niu Estes
Printed Name
22 Mount Hebron Rd.
Address
Keedysville, MD 21756 — 301 465 0402
City, State, Zip — Telephone
Agency, sub-agency, and I.D. # (Officer Only)

Justin Holder
Printed Name
308 West Chapline Street
Address
Sharpsburg, MD 21782 — 301 9922 001
City, State, Zip — Telephone
CC#

DEFENDANT'S DESCRIPTION: Driver's License # unknown Sex M Race White Ht. 6 Wt. 0
Hair Sandy BR Eyes unk Complexion Light Other DOB 07/05/1977 ID

APPLICATION FOR STATEMENT OF CHARGES

Page 1 of

I, the undersigned, apply for statement of charges and a summons or warrant which may lead to the arrest of the above named defendant because on or about 02/10/2020 thru 2/12/20 (Date) at 22 Mount Hebron Rd., Keedyville, MD 21756 (Place), the above named defendant

did wantonly and intentionally trespass on lands owned by me with knowledge aforethought that the land was not his and with

(Concise statement of facts showing that there is probable cause to believe that a crime has been committed and that the defendant has committed it):

full notice to not trespass from the rightful owner, the complainant; did intimidate and threaten a witness to a legal proceeding by sending threatening text messages and by approaching me in a very intimidating and threatening manner on my own property, screaming and clearly hoping to instigate a fight; did assault me in the second degree by placing me in imminent fear for my own

(Continued on attached 1 pages) (DC-CR-001A)

I solemnly affirm under the penalties of perjury that the contents of this document are true to the best of my knowledge, information, and belief.

Date — Officer's Signature

Printed Name

I have read or had read to me and I understand the notice on the back of this form.

November 13, 2020
Date — Applicant's Signature

Benjamin N. Estes
Printed Name

Subscribed and sworn to before me this 13th day of November (Month) 2020 (Year)

Time: 12:27 ☑ AM ☐ PM Judge/Commissioner Todd Reed T. Reed #B079 Commissioner B079 ID Number

I understand that a charging document will be issued and that I must appear for trial ☐ on ______ (Date)

at ______ (Time), ☐ when notified by the clerk, at the court location shown at the top of this form.

Applicant's Signature

☐ Applicant requests reasonable protection for safety of the alleged victim or the victim's family

(Describe)

☐ I have advised applicant of shielding right. ☐ Applicant declines shielding.

☐ I declined to issue a charging document because of lack of probable cause.

Date — Commissioner

DEFENDANT

Tr.#201001525185

Printed Name

301.791.3650 — Greencastle, PA 17225 717.597.1007 — Carlisle, PA 17013 717.701.8111 — Shermans Dale, Pa 17090 717.567.3680

DISTRICT COURT OF MARYLAND FOR .... (City/County)

LOCATED AT (COURT ADDRESS)
36 West Antietam St.
Hagerstown, MD 21740

DC Case : D-112-CR-20-004087

DEFENDANT'S NAME (LAST, FIRST, M.I.)
Holder, Justin K

APPLICATION FOR STATEMENT OF CHARGES (CONTINUED)

Page 2 of 2

personal safety and in fear of imminent bodily harm by lieing in wait for me to walk on my own property and then by approaching me in a very fast aggressive and malicious way unobstructed on my own property screaming and acting erratically. In suppott of the foregoing the following facts are offered: On Saturday Jan 18, 2020 I, the landowner of 22 Mt. Hebron Rd. Keedysville, MD, where the events occurred, told the Defendant to stop clearing any more of my land and to stay off of and not to trespass on my property; the property was properly marked by the Defendant's, Mr. Holder's, OWN surveyor with clear ribbons and markers (as will be shown in pictures and multiple surveys and testimony). Mr. Holder acknowedged those property lines when he purchased the property and on several occassions with me where he showed me the property markers personally. At this and previous times the Defendant admitted to knowing that the land was not his and that it was owned by me, and admitted to clearing my land without my permission. Additional evidence that the defendant knew the property in question was owned by me and nobody else may come through his discussions/admissions with the Maryland Department of the Environment's Peter Resch, and through his statements to Rick Bishop, the Town of Keedysville Town Administrator--- in the Defendant's efforts to have MDE and Keedysville force me to cut underbrush on my property in the area of trespass, or to report a small footbrige on my property. On 1-22-20 I filed a civil complaint in the District Court of Maryland Washington County, case D-112-CV-20-007201 suing the defendant for trespass anddestruction of trees and property, among other claims. On 2-10-20 at 1002 am the Defendant sent me a text message stating " Please stop any and all efforts to take adverse possession of land you have no right. Last Warning." On 2-11-20 at 1019am the defendant sent me a text message with a link to a song by a heavy metal band whose lyrics read, ""my warning meant nothing. You are dancing in quicksand. Why don't you watch where you are wandering? Why don't you watch where you are stumbling? You are wading knee deep and going in. AND YOU MAY NEVER COME OUT AGAIN." The very next day the defendant on 2-12-20 at approximately 330pm layed in wait for me to take my daily walk on my property with my dogs. The defendant emerged abrubtly from behind his trailer---the defendant does not live there, walked briskly and angrily toward me, crossed over the clearly marked property boundary and came within 20 ft of me, screaming and hollering..."I AM RIGHT HERE...I AM RIGHT HERE.""I AM GOING TO BE HERE EVERYDAY". "GO AHEAD TAKE A PICTURE". "I CAN'T WAIT TO CUT DOWN ALL THESE TREES". He then followed me as I continued my walk for at least another 150 feet, until I was safely away. He was hollering the whole time and trying to bait my dogs--whistling for them, screaming "I AM GOING TO BE HERE ALL SUMMER."He was clearly trying to put me in fear for my own safety and to threaten me and my property and to intimidate me as a witness. I was scared for my own safety and turned home after only about 5 minutes of my usual 30 minutes walk. When I returned to my home, Mr. Holder again, standing on my property, continued to accost me and to threaten me, and started to come across the creek toward me. I paused and waited for him to leave and called the police. The police informed me that since he was gone that I could file charges and a restraining/peace order. I filed for a peace/protective order that same day. Mr. Holder has clearly trespassed, has clearly threatened and intimidated me as a witness, and has clearly acted in such a manner as to put any reasonable person, myself included, in fear of immediate bodily harm--with the clear ability and intent by the defendant to do so. I am afraid for my safety, for the safety of my family and for the safety of my property. I ask also, for injuctive relief to stop the Defendant's behavior as his actions and threats carry weight on me to this day. I ask that the Defendant also be enjoined from entering any part of my land.

11-17-20
Date

11-18-20

Dr. Benjamin N. Estes, Esq.
Applicant's Signature

Dr. Benjamin N. Estes Esq. PharmD, JD,
Printed Name

Tr.#201001525185

DEFENDANT

301.791.3650 717.597.1007 717.701.8111 717.567.3680

FSA
FREDERICK, SEIBERT & ASSOCIATES, INC.
CIVIL ENGINEERING | SURVEYING | LANDSCAPE ARCHITECTURE

February 13, 2020

Justin Holder

RE: FSA Survey dated 2018 for Uncle Eddie's Broken Down Palace (Justin Holder) and FSA original survey dated 1993 for Richard Jolles and recorded at Washington County Plat No. 4040

Dear Mr. Holder,

Per your request I have plotted the old deed for you property and have shown in red overlaying our boundary survey for Uncle Eddie's Broken Down Palace. This red line which is deed plotting of Liber 154, folio 229 does appear to take the boundary much closer to the western edge of Little Antietam Creek or into Little Antietam Creek.

However, when I look at the adjoining deed for Ben Estes when I trace it back the older description (Liber 960, folio 502) that deed runs in the reverse direction and although the bearings and distances match very well, the calls are slightly different. For example that deed says "thence with said deed crossing Little Antietam, S 24° W 4 ¾ perches to a stone, thence S 19° E 5 ½ perches, S 10 1/2° 11 ½ perches, thence S 31° W 9 perches, thence S 20° W 17 Perches. Please note that first line of S 24° W 4 ¾ perches to a stone clearly indicates that it goes across the creek and hits land for it to call out for a stone. Then the balance of those calls never call for running down the creek or along the west bank even though the bearings and distances match your adjoining deed.

Secondly, when I do plot your deed the second to last call does not have a distance and the final call basically says along the railroad right-of-way to the place of beginning and therefore, it is a forced closure. Thus, I cannot prove the accuracy of that 1800's deed. What I do know about an 1800's deed is that it was done using a chain and a compass or old transit and is not nearly as accurate as today's survey standards.

Finally, when we did the first survey in this neighborhood it was the 1993 survey for Richard Jolles and recorded at Washington County Plat folio 4040. When we did that survey and we crossed the creek onto your side of the creek we found old evidence of a blazed tree and fence post and a fence line and it was our intent to try to follow what we believed was the intent of the old deed and thus we held those old possession lines. We do note that other than the most northern area of this boundary dispute between you and Mr. Estes the southern two lines do fall either in the creek or on the very edge of the west bank and therefore there should be little or no discrepancy of your boundaries in that area.

I hope this information sheds some light on how surveyors try to resolve these old boundary descriptions and most importantly I hope you and Mr. Estes can come to terms on settling

fsa-md.com

HAGERSTOWN, MD
128 S. Potomac Street
Hagerstown, MD 21740
301.791.3650

GREENCASTLE, PA
20 W. Baltimore Street
Greencastle, PA 17225
717.597.1007

CARLISLE, PA
505 S. Hanover Street
Carlisle, Pa 17013
717.701.8111

SHERMANS DALE, PA
P.O. Box 387
Shermans Dale, Pa 17090
717.567.3680

whatever your differences are and especially with this tiny parcel of ground that is physically separated by Little Antietam Creek from the bulk of Mr. Estes ground but recognizing in 1993 we did find old fence line and possession line of that area when surveying for Richard Jolles who was a predecessor in title to the Estes property.

Sincerely,
FREDERICK, SEIBERT AND ASSOCIATES, INC.

Frederic M. Frederick, RLS, PE
President

Attachments: Boundary Survey for Uncle Eddies with redline of old deed line (Liber 154, folio 229)
Original 1993 survey for Richard Jolles as recorded in Plat folio 4040

FMF/vab.7412 letter

DISTRICT COURT OF MARYLAND FOR WASHINGTON COUNTY
36 W. Antietam Street
Hagerstown,, Maryland 21740-5524

D-112-CR-20-004087

STATE OF MARYLAND V. JUSTIN HOLDER

Tracking Number: 201001525185

ORDER FOR FINGERPRINTING

(Criminal Procedure § 10-216)

On 07/15/2021, the above-named Defendant was found guilty or pled guilty or nolo contendere; and sentenced to commitment in a local correctional facility or received a suspended sentence, probation, probation before judgment, or a fine for:

2. DISORDERLY CONDUCT
Plea – ALFORD Guilty Verdict - Guilty
Sentence - 0 Years 0 Months 0 Days
Probation - 3 Years, Unsupervised
Credit time served -

☐ adjudged delinquent for an act listed under § 3-8A-03 (d)(1) or § 3-8A-03 (d)(4) or (5) of the Courts and Judicial Proceedings Article.

Therefore, it is ORDERED that the Defendant/Delinquent:

☒ be fingerprinted TODAY in Circuit Court

☐ report to within 3 days for the purpose of being fingerprinted.

and it is ORDERED that Washington County Sheriff's Dept fingerprint the Defendant/Delinquent and report to the Court on Return shown below.

FAILURE TO APPEAR FOR FINGERPRINTING IS CONTEMPT OF COURT WHICH WILL RESULT IN ISSUANCE OF A WARRANT FOR THE DEFENDANT'S ARREST.

7/15/21
Date

Judge

I acknowledge receipt of this Order and promise to appear for fingerprinting as Ordered.

7/15/21
Date

X
Defendant's/Delinquent's Signature on Receipt of Order

RETURN

I appeared on 7·15/21 and was fingerprinted as ordered.
Date

Defendant's/Delinquent's Signature at Law Enforcement Agency/Public Safety

The above-named Defendant
☒ was fingerprinted on 7·15·21 and signed this form in my presence.
Date

☐ did not appear for fingerprinting as ordered.

7·15-21
Date

DFC
Law Enforcement Officer/Public Safety

DC-CE-007 (02/2018) Page 1 of 1 7/15/2021 1:40 PM

PLAINTIFF'S EXHIBIT 47
PENGAD 800-631-6989

EXHIBIT 1

DISTRICT COURT OF MARYLAND FOR WASHINGTON COUNTY

36 W. Antietam Street
Hagerstown,, Maryland 21740-5524

STATE OF MARYLAND V. JUSTIN HOLDER
308 WEST CHAPLINE ST
SHARPSBURG, MD, 21782-0000

Case Number: D-112-CR-20-004087

CC#:
SID:
LocID:
Eyes:
Hair: Brown
Height: 6 Ft. 0 In.
Weight:
Race: White
Sex: M
DOB: 07/05/1977
DL #:

DEFENDANT TRIAL SUMMARY

The above case was heard today, 07/15/2021 by Judge M. Kenneth Long, Jr..
The Court's finding is as follows:

1. TRESPASS: PRIVATE PROPERTY
Plea - Other Plea Verdict - Nolle Prosequi
Additional Comments: CONDITIONAL N/P - NO S/L

2. ASSAULT-SEC DEGREE **Charge Amended To: DISORDERLY CONDUCT**
Plea - Guilty Verdict - Guilty

3. STALKING
Plea - Other Plea Verdict - Nolle Prosequi
Additional Comments: CONDITIONAL N/P - NO S/L

FINE $292.50
Total criminal fines and costs: $350.00 to be paid by Thursday, July 15, 2021
Probation Term: 3 Years commencing Thursday, July 15, 2021 to be to be Unsupervised
Jail Term: 60 Days Suspend 60 Days

I UNDERSTAND THE VERDICT AND SENTENCE OF THE COURT AND PROMISE TO COMPLY AS ORDERED:

To make payment(s) of fines and costs as set forth above at the Court address indicated between the hours of 8:30 a.m. and 4:30 p.m. any weekday the Court is in operation.

To observe and follow all conditions of probation as indicated above and/or on the attached Defendant Probation Summary. I further understand that by consenting to and receiving a probation before judgment I waive my right to appeal and that my failure to abide by the conditions set by the Court may result in judgment being entered against me and Court proceeding as if I had been found guilty.

If Probation Ordered: I have read, or have had read to me, the conditions of probation. I understand these conditions and agree to follow them. I understand that if I do not follow these conditions, I could be returned to Court charged with a violation of probation. If I fail to abide by the above conditions, the Court could enter judgment against me and proceed with disposition as if I had not been placed under probation. I have been notified and I understand that by consenting to and receiving a stay of judgment under Criminal Procedure Article § 6-220 I waive my right to appeal from a judgment of guilty by the Court in this case.

If Trial Held: If you have been convicted or received probation before judgment for a crime, it may be unlawful for you to possess or purchase a firearm, including a rifle, shotgun, pistol, revolver, or ammunition, pursuant to state and/or federal law. If you have any questions about whether it is now illegal for you to possess or purchase a firearm, you should immediately consult an attorney. For additional information about these prohibitions or the surrender of firearms (even if you are currently incarcerated), please consult http://www.marylandattorneygeneral.gov/Forms/Form_77R_gun_questions.pdf or contact Maryland State Police Licensing Division at: 410-653-4500.

You may be entitled to expunge this record and any DNA sample and DNA Record relating to the charge or charges against you if you meet certain conditions. Further information on expungement is contained in a brochure available at the Clerk's Office or on our website at http://www.mdcourts.gov/district.

Tracking Number: 201001525185,201001525185,201001525185

07/15/2021 **Defendant** ______________________ **JUSTIN HOLDER**

DISTRICT COURT OF MARYLAND FOR WASHINGTON COUNTY
36 W. Antietam Street
Hagerstown,, Maryland 21740-5524

STATE OF MARYLAND V. JUSTIN HOLDER
308 WEST CHAPLINE ST
SHARPSBURG, MD, 21782-0000

Case No: D-112-CR-20-004087
Tracking Number: 201001525185

CC#: SID: LocID:
Eyes: Hair: Brown Height: 6 Ft. 0 In. Weight:
Race: White Sex: M DOB: 07/05/1977 DL #:

DEFENDANT PROBATION/SUPERVISION SUMMARY

The Court's finding is as follows:
Your probation will be 3 Years Unsupervised
You must follow all probation/supervision conditions described below:

Conditions	**Probation Details**
Appear in Court When Notified to do So	
Have no Contact With	Have no ABUSIVE contact with BENJAMIN ESTES
Obey all Laws	
Other	NOT TO BE ON PROPERTY WITHIN BOUNDARY LINES DESIGNATED ON PLAT 10955

Other Conditions/Information:

If your probation is Supervised: Your first appointment with the Supervising Agency is Thursday, July 15, 2021 and the place
to report is ______________________________

Division of Parole and Probation

I have read, or have had read to me, the above conditions of probation. I understand these conditions and agree to follow them. I understand that if I do not follow these conditions, I could be returned to Court charged with a violation of probation.

07/15/2021 **Defendant** ______________________ **JUSTIN HOLDER**

DISTRICT COURT OF MARYLAND
PROBATION/SUPERVISION DOCKET

☐ Probation before Judgment (Criminal Procedure §6-220)

IT IS ORDERED THAT DEFENDANT:

☐ Be Supervised by Parole and Probation

☐ Be Supervised by:

_____ Other Agency

☑ Be Unsupervised

Probation begins X on today (Date) ☐ upon admission to residential substance abuse program. Your first appointment with the supervising agency is _____ (Date) and the place to report to is 100 W. FRANKLIN STREET, HAGERSTOWN, MD 21740

Your failure to report could result in your arrest.

Case Citation: D112CR20004087

Defendant: Justin Holder

SID No. _____

Tracking No. _____

Other Reference No. _____

Address _____

(IF AVAILABLE, PLACE LABEL HERE)

Convicted Count(s): Disorderly Conduct

Sentence: 60 days

Part of Sentence Executed: _____

Suspended: 60 days

☐ Balance of sentence suspended upon admission to treatment pursuant to HG §8-507

Credit for Time Served: _____

Length of Probation: 3 yrs. (Months/Years)

☐ Participate and pay for psychological counseling

A. Standard Conditions (1-10): ☐ All Standard Conditions

☐ All Standard Conditions except Nos. _____

1. Report as directed and follow your supervising agent's lawful instructions.
2. Work and/or attend school regularly as directed and provide verification to your supervising agent.
3. Get permission from your supervising agent before changing your home address, changing your job, and/or leaving the State of Maryland. Additional Comments: _____
4. Obey all laws.
5. Notify your supervising agent at once if charged with a criminal offense, including jailable traffic offenses. Additional Comments: _____
6. Get permission from the court before owning, possessing, using, or having under your control any dangerous weapon or firearm of any description. Additional Comments: _____
7. Permit your supervising agent to visit your home.
8. Do not illegally possess, use, or sell any narcotic drug, controlled substance, counterfeit substance, or related paraphernalia. Additional Comments: _____
9. Appear in court when notified to do so.
10. Pay all fines, costs, restitution, and fees as ordered by the court or as directed by your supervising agent through a payment schedule.

☐ Fine(s) of $_____ paid through ☐ Parole and Probation ☐ Clerk's Office ☐ Sheriff's Office

☐ Court costs of $_____ paid through ☐ Parole and Probation ☐ Clerk's Office

☐ Supervision fee of $50/month paid through ☐ Parole and Probation ☐ Supervision fee waived

☐ Restitution of $_____ to _____ paid through ☐ Parole and Probation ☐ State's Attorney's Office by _____ (Date).

☐ Public Defender fees of $_____ to the Office of the Public Defender for counsel fees.

☐ Pay the following fees through Parole and Probation or _____

☐ Victims of Crime Fund $_____ ☐ CICF costs $_____ ☐ Other costs (Specify) $_____

☐ The Division of Parole and Probation is hereby granted the discretion to refer the collection of funds it is authorized to collect to the State's Central Collection Unit without the need of further court approval.

B. Special Conditions (11-35):

11. ☐ Provide DNA sample as required by law by _____ (Date).
12. ☐ Submit to evaluation and attend and successfully complete mental health treatment as directed by your supervising agent.
13. ☐ Submit to, successfully complete, and pay required costs for evaluation, testing and treatment education, as directed by your supervising agent.
14. ☐ Attend and successfully complete ☐ alcohol ☐ drug ☐ alcohol and drug treatment ☐ education program _____ (Name of Program)
15. ☐ Enroll in, pay any required costs for, and successfully complete treatment at _____
16. ☐ Attend and successfully complete parenting class.
17. ☐ Attend _____ self-help group meetings per week for _____ weeks. ☐ Attendance may be modified by your supervising agent after _____ weeks.
18. ☐ Totally abstain from alcohol, illegal substances, and abusive use of any prescription drug.
19. ☐ Apply for alcohol restriction on driver's license within 10 days of trial date for _____ year(s)/month(s).
20. ☐ Refrain from driving and/or attempting to drive after consuming alcohol.
21. ☐ Attend Victim Impact Panel meetings when notified.
22. ☐ Attend and successfully complete MVA Driver Improvement Program
23. ☐ Attend and successfully complete MVA Alcohol Education Program. (Social Drinkers Only)
24. ☐ Have Ignition Interlock installed for _____ months and pay costs. ☐ Employment vehicle exempted.

DC-026 MDEC (Rev. 09/2019) Page 1 of 2

Case No. D112CR20004087

25. ☐ Complete ______ hours of community service by ______ (Date), under the direction of ______

26. ☐ Attend and successfully complete domestic violence counseling at ______ and pay required fees.

27. ☑ Have no abusive contact with Benjamin Estes ______ by ______ (Date) and pay required costs.

28. ☐ Do not enter or be found near ______

29. ☐ Home confinement/detention to ______ for ______ months.

☐ Special conditions (e.g. doctor's appointments, attending classes, etc.) ______

30. ☐ **Register as sexual offender** with the supervising authority under the provisions of Criminal Procedure Article, Title 11, Subtitle 7:

- ☐ (1) A Tier I Sex Offender;
- ☐ (2) A Tier II Sex Offender;
- ☐ (3) A Tier III Sex Offender;
- ☐ (4) A sexually violent predator;
- ☐ (5) A Tier I Sex Offender who, before moving into this State, was required to register in another State;
- ☐ (6) A Tier II Sex Offender, Tier III Sex Offender, or sexually violent predator who, before moving into this State, was required to register in another State;
- ☐ (7) A Tier I, Tier II, Tier III Sex Offender, or a Sex Offender who is required to register in another State, Jurisdiction, a federal, military, or tribal court, or a foreign government, who is not a resident of this State, and who enters this State:
  - (i) To reside or habitually live.
  - (ii) To carry on employment or vocation that is full-time or part-time for a period exceeding 14 days or for an aggregate period exceeding 30 days during a calendar year, whether financially compensated, volunteered, or for the purpose of government or educational benefit; or
  - (iii) To attend a public or private educational institution, including a secondary school, trade or professional institution, or institution of higher education, as a full-time or part-time student.
  - (iv) As a transient with the intent to be in the State for a period exceeding 14 days or an aggregate period exceeding 30 days during the calendar year.

31. ☐ Defendant shall keep appointment for HG §8-505 evaluation and shall immediately enter the recommended program upon admission.

☐ Defendant shall enter treatment program immediately upon admission.

☐ Defendant shall successfully complete treatment program and comply with terms of aftercare plan.

32. ☐ To be supervised by means of ☐ electronic monitoring ☐ electronic monitoring with victim stay-away alert technology.

33. ☑ Other not to be on property within boundary lines designated on plat 10955

C. 34. ☐ **Comply with special conditions of lifetime supervision - see form CC-DC-CR-136.**

D. Recommendations to the Supervising Agency:

35. ☐ Transfer supervision to ______, State of Maryland.

7/15/21 Date

Kenneth Long Judge

______ ID Number

CONSENT

I have read, or have had read to me, the above conditions of probation. I understand these conditions and agree to follow them. I understand that if I do not follow these conditions, I could be returned to court charged with a violation of probation.

If I fail to abide by the above conditions, the court could enter judgment against me and proceed with disposition as if I had not been placed under probation. I have been notified and understand that by consenting to and receiving a stay of judgment under Criminal Procedure Article, §6-220, I waive my right to appeal from a judgment of guilty by the court in this case.

I understand that my failure to pay fines, costs, and fees may result in my case being referred to the State's Central Collection Unit, resulting in an additional collection fee as permitted by law.

I understand that Parole and Probation may impose Graduated Sanctions upon me for any technical violation of the above conditions of probation, as authorized pursuant to Correctional Services Article, §§ 6-111 and 6-121.

7/15/21 Date

X ______ Defendant's Signature

X 7-5-1977 Date of Birth

X 308 [illegible] St Address

X (240)-356-2006 Telephone Number

301-[illegible] Cell Phone Number

X [illegible] MD [illegible] City, State, Zip

[illegible]2004@[illegible] E-mail

______ Witness' Signature

______ Printed Name

DC-026 MDEC (Rev. 09/2019)

Page 2 of 2

DISTRICT COURT OF MARYLAND FOR WASHINGTON COUNTY
36 W. Antietam Street
Hagerstown,, Maryland 21740-5524

D-112-CR-20-004087

STATE OF MARYLAND V. JUSTIN HOLDER

Tracking Number: 201001525185

ORDER FOR FINGERPRINTING
(Criminal Procedure § 10-216)

On 07/15/2021, the above-named Defendant was found guilty or pled guilty or nolo contendere; and sentenced to commitment in a local correctional facility or received a suspended sentence, probation, probation before judgment, or a fine for:

2. DISORDERLY CONDUCT
Plea – ALFORD Guilty Verdict - Guilty
Sentence - 0 Years 0 Months 0 Days
Probation - 3 Years, Unsupervised
Credit time served -

☐ adjudged delinquent for an act listed under § 3-8A-03 (d)(1) or § 3-8A-03 (d)(4) or (5) of the Courts and Judicial Proceedings Article.

Therefore, it is ORDERED that the Defendant/Delinquent:

☒ be fingerprinted TODAY in Circuit Court
☐ report to within 3 days for the purpose of being fingerprinted.

and it is ORDERED that Washington County Sheriff's Dept fingerprint the Defendant/Delinquent and report to the Court on Return shown below.

FAILURE TO APPEAR FOR FINGERPRINTING IS CONTEMPT OF COURT WHICH WILL RESULT IN ISSUANCE OF A WARRANT FOR THE DEFENDANT'S ARREST.

7/15/21
Date

Judge

I acknowledge recepit of this Order and promise to appear for fingerprinting as Ordered.

7/15/21
Date

Defendant's/Delinquent's Signature on Receipt of Order

RETURN

I appeared on ____________ and was fingerprinted as ordered.
Date

Defendant's/Delinquent's Signature at Law Enforcement Agency/Public Safety

The above-named Defendant
☐ was fingerprinted on ____________ and signed this form in my presence.
Date
☐ did not appear for fingerprinting as ordered.

Date

Law Enforcement Officer/Public Safety

DISTRICT COURT OF MARYLAND FOR WASHINGTON COUNTY
36 W. Antietam Street
Hagerstown,, Maryland 21740-5524

STATE OF MARYLAND V. JUSTIN HOLDER

308 W. CHAPLINE ST.
SHARPSBURG, MD, 21782-0000

CC#:	Case Number:	D-112-CR-20-004016	
	SID:		LocID:
Eyes: Blue	Hair:	Height: 6 Ft. 0 In.	Weight:
Race: White	Sex: M	DOB: 07/05/1977	DL #:

DEFENDANT TRIAL SUMMARY

The above case was heard today, 07/15/2021 by Judge M. Kenneth Long, Jr..
The Court's finding is as follows:

1. TRESPASS-POSTED PROPERTY
Plea - Other Plea Verdict - Nolle Prosequi

2. TRESPASS: PRIVATE PROPERTY
Plea - Other Plea Verdict - Nolle Prosequi

Total criminal fines and costs: $0.00

I UNDERSTAND THE VERDICT AND SENTENCE OF THE COURT AND PROMISE TO COMPLY AS ORDERED:

To make payment(s) of fines and costs as set forth above at the Court address indicated between the hours of 8:30 a.m. and 4:30 p.m. any weekday the Court is in operation.

To observe and follow all conditions of probation as indicated above and/or on the attached Defendant Probation Summary. I further understand that by consenting to and receiving a probation before judgment I waive my right to appeal and that my failure to abide by the conditions set by the Court may result in judgment being entered against me and Court proceeding as if I had been found guilty.

If Probation Ordered: I have read, or have had read to me, the conditions of probation. I understand these conditions and agree to follow them. I understand that if I do not follow these conditions, I could be returned to Court charged with a violation of probation. If I fail to abide by the above conditions, the Court could enter judgment against me and proceed with disposition as if I had not been placed under probation. I have been notified and I understand that by consenting to and receiving a stay of judgment under Criminal Procedure Article § 6-220 I waive my right to appeal from a judgment of guilty by the Court in this case.

If Trial Held: If you have been convicted or received probation before judgment for a crime, it may be unlawful for you to possess or purchase a firearm, including a rifle, shotgun, pistol, revolver, or ammunition, pursuant to state and/or federal law. If you have any questions about whether it is now illegal for you to possess or purchase a firearm, you should immediately consult an attorney. For additional information about these prohibitions or the surrender of firearms (even if you are currently incarcerated), please consult http://www.marylandattorneygeneral.gov/Forms/Form_77R_gun_questions.pdf or contact Maryland State Police Licensing Division at: 410-653-4500.

You may be entitled to expunge this record and any DNA sample and DNA Record relating to the charge or charges against you if you meet certain conditions. Further information on expungement is contained in a brochure available at the Clerk's Office or on our website at http://www.mdcourts.gov/district.

Tracking Number: 181001697800,181001697800

07/15/2021 **Defendant** ______________________ **JUSTIN HOLDER**

DC-CE-004 (02/2018) Page 1 of 1 7/15/2021 1:20 PM

DISTRICT COURT OF MARYLAND FOR WASHINGTON COUNTY
36 W. Antietam Street
Hagerstown., Maryland 21740-5524

STATE OF MARYLAND V. JUSTIN KYLE HOLDER
308 W CHAPLINE ST
SHARPSBURG, MD, 21782

Case Number: NR00F0M0T
CC#:
SID:
LocID:
Eyes:
Hair:
Height: 6 Ft. 1 In.
Weight: 202 Lbs.
Race: White
Sex: M
DOB: 07/05/1977
DL #: H436454485534

DEFENDANT TRIAL SUMMARY

The above case was heard today, 07/15/2021 by Judge M. Kenneth Long, Jr..
The Court's finding is as follows:

1. DISTURB A PLANT, ROCK, MINERAL
Plea - Other Plea Verdict - Nolle Prosequi

Total criminal fines and costs: $0.00

I UNDERSTAND THE VERDICT AND SENTENCE OF THE COURT AND PROMISE TO COMPLY AS ORDERED:

To make payment(s) of fines and costs as set forth above at the Court address indicated between the hours of 8:30 a.m. and 4:30 p.m. any weekday the Court is in operation.

To observe and follow all conditions of probation as indicated above and/or on the attached Defendant Probation Summary. I further understand that by consenting to and receiving a probation before judgment I waive my right to appeal and that my failure to abide by the conditions set by the Court may result in judgment being entered against me and Court proceeding as if I had been found guilty.

If Probation Ordered: I have read, or have had read to me, the conditions of probation. I understand these conditions and agree to follow them. I understand that if I do not follow these conditions, I could be returned to Court charged with a violation of probation. If I fail to abide by the above conditions, the Court could enter judgment against me and proceed with disposition as if I had not been placed under probation. I have been notified and I understand that by consenting to and receiving a stay of judgment under Criminal Procedure Article § 6-220 I waive my right to appeal from a judgment of guilty by the Court in this case.

If Trial Held: **If you have been convicted or received probation before judgment for a crime, it may be unlawful for you to possess or purchase a firearm, including a rifle, shotgun, pistol, revolver, or ammunition, pursuant to state and/or federal law. If you have any questions about whether it is now illegal for you to possess or purchase a firearm, you should immediately consult an attorney. For additional information about these prohibitions or the surrender of firearms (even if you are currently incarcerated), please consult http://www.marylandattorneygeneral.gov/Forms/Form_77R_gun_questions.pdf or contact Maryland State Police Licensing Division at: 410-653-4500.**

You may be entitled to expunge this record and any DNA sample and DNA Record relating to the charge or charges against you if you meet certain conditions. Further information on expungement is contained in a brochure available at the Clerk's Office or on our website at http://www.mdcourts.gov/district.

Tracking Number:

07/15/2021 **Defendant** ________________________ **JUSTIN KYLE HOLDER**

DISTRICT COURT OF MARYLAND FOR WASHINGTON COUNTY
36 W. Antietam Street
Hagerstown,, Maryland 21740-5524

STATE OF MARYLAND V. JUSTIN KYLE HOLDER
308 W CHAPLINE ST
SHARPSBURG, MD, 21782

Case Number: NR00H0M6T
CC#:
SID:
LocID
Eyes:
Hair:
Height 6 Ft 1 In
Weight 202 Lbs
Race: White
Sex: M
DOB 07 05 1977
DL # H436454483534

DEFENDANT TRIAL SUMMARY

The above case was heard today, 07/15/2021 by Judge M Kenneth Long, Jr..
The Court's finding is as follows:

1. DRIVING IN A NON-DESIGNATED AREA
Plea - Other Plea Verdict - Nolle Prosequi

Total criminal fines and costs: $0.00

I UNDERSTAND THE VERDICT AND SENTENCE OF THE COURT AND PROMISE TO COMPLY AS ORDERED:

To make payment(s) of fines and costs as set forth above at the Court address indicated between the hours of 8:30 a.m and 4:30 p.m any weekday the Court is in operation.

To observe and follow all conditions of probation as indicated above and/or on the attached Defendant Probation Summary I further understand that by consenting to and receiving a probation before judgment I waive my right to appeal and that my failure to abide by the conditions set by the Court may result in judgment being entered against me and Court proceeding as if I had been found guilty.

If Probation Ordered: I have read, or have had read to me, the conditions of probation. I understand these conditions and agree to follow them. I understand that if I do not follow these conditions, I could be returned to Court charged with a violation of probation. If I fail to abide by the above conditions, the Court could enter judgment against me and proceed with disposition as if I had not been placed under probation I have been notified and I understand that by consenting to and receiving a stay of judgment under Criminal Procedure Article § 6-220 I waive my right to appeal from a judgment of guilty by the Court in this case.

If Trial Held: If you have been convicted or received probation before judgment for a crime, it may be unlawful for you to possess or purchase a firearm, including a rifle, shotgun, pistol, revolver, or ammunition, pursuant to state and/or federal law. If you have any questions about whether it is now illegal for you to possess or purchase a firearm, you should immediately consult an attorney. For additional information about these prohibitions or the surrender of firearms (even if you are currently incarcerated), please consult http://www.marylandattorneygeneral.gov/Forms/Form_77R_gun_questions.pdf or contact Maryland State Police Licensing Division at: 410-653-4500.

You may be entitled to expunge this record and any DNA sample and DNA Record relating to the charge or charges against you if you meet certain conditions. Further information on expungement is contained in a brochure available at the Clerk's Office or on our website at http://www.mdcourts.gov/district.

Tracking Number:

07/15/2021 **Defendant** ______________________ **JUSTIN KYLE HOLDER**

DISTRICT COURT OF MARYLAND FOR WASHINGTON COUNTY
36 W. Antietam Street
Hagerstown,, Maryland 21740-5524

STATE OF MARYLAND V. JUSTIN KYLE HOLDER
308 W CHAPLINE ST
SHARPSBURG, MD, 21782

CC#:	Case Number: NR00G0M0T	SID:	LocID:
Eyes:	Hair:	Height: 6 Ft. 1 In.	Weight: 202 Lbs.
Race: White	Sex: M	DOB: 07/05/1977	DL #: H436454485534

DEFENDANT TRIAL SUMMARY

The above case was heard today, 07/15/2021 by Judge M. Kenneth Long, Jr..
The Court's finding is as follows:

1. DESTROY A TREE
Plea - Other Plea Verdict - Nolle Prosequi

Total criminal fines and costs: $0.00

I UNDERSTAND THE VERDICT AND SENTENCE OF THE COURT AND PROMISE TO COMPLY AS ORDERED:

To make payment(s) of fines and costs as set forth above at the Court address indicated between the hours of 8:30 a.m. and 4:30 p.m. any weekday the Court is in operation.

To observe and follow all conditions of probation as indicated above and/or on the attached Defendant Probation Summary. I further understand that by consenting to and receiving a probation before judgment I waive my right to appeal and that my failure to abide by the conditions set by the Court may result in judgment being entered against me and Court proceeding as if I had been found guilty.

If Probation Ordered: I have read, or have had read to me, the conditions of probation. I understand these conditions and agree to follow them. I understand that if I do not follow these conditions, I could be returned to Court charged with a violation of probation. If I fail to abide by the above conditions, the Court could enter judgment against me and proceed with disposition as if I had not been placed under probation. I have been notified and I understand that by consenting to and receiving a stay of judgment under Criminal Procedure Article § 6-220 I waive my right to appeal from a judgment of guilty by the Court in this case.

If Trial Held: If you have been convicted or received probation before judgment for a crime, it may be unlawful for you to possess or purchase a firearm, including a rifle, shotgun, pistol, revolver, or ammunition, pursuant to state and/or federal law. If you have any questions about whether it is now illegal for you to possess or purchase a firearm, you should immediately consult an attorney. For additional information about these prohibitions or the surrender of firearms (even if you are currently incarcerated), please consult http://www.marylandattorneygeneral.gov/Forms/Form_77R_gun_questions.pdf or contact Maryland State Police Licensing Division at: 410-653-4500.

You may be entitled to expunge this record and any DNA sample and DNA Record relating to the charge or charges against you if you meet certain conditions. Further information on expungement is contained in a brochure available at the Clerk's Office or on our website at http://www.mdcourts.gov/district.

Tracking Number:

07/15/2021 **Defendant** ______________________ **JUSTIN KYLE HOLDER**

DISTRICT COURT OF MARYLAND FOR WASHINGTON COUNTY
36 W. Antietam Street
Hagerstown,, Maryland 21740-5524

STATE OF MARYLAND V. **JUSTIN KYLE HOLDER**
308 W CHAPLINE ST
SHARPSBURG, MD, 21782

CC#:
Case Number: NR00J0M0T
SID:
LocID:
Eyes:
Hair:
Height: 6 Ft. 1 In.
Weight: 202 Lbs.
Race: White
Sex: M
DOB: 07/05/1977
DL #: H436454485534

DEFENDANT TRIAL SUMMARY

The above case was heard today, 07/15/2021 by Judge M. Kenneth Long, Jr..
The Court's finding is as follows:

1. PRIVATE CLEARING ON STATE PARK LANDS
Plea - Other Plea Verdict - Nolle Prosequi

Total criminal fines and costs: $0.00

I UNDERSTAND THE VERDICT AND SENTENCE OF THE COURT AND PROMISE TO COMPLY AS ORDERED:

To make payment(s) of fines and costs as set forth above at the Court address indicated between the hours of 8:30 a.m. and 4:30 p.m. any weekday the Court is in operation.

To observe and follow all conditions of probation as indicated above and/or on the attached Defendant Probation Summary. I further understand that by consenting to and receiving a probation before judgment I waive my right to appeal and that my failure to abide by the conditions set by the Court may result in judgment being entered against me and Court proceeding as if I had been found guilty.

If Probation Ordered: I have read, or have had read to me, the conditions of probation. I understand these conditions and agree to follow them. I understand that if I do not follow these conditions, I could be returned to Court charged with a violation of probation. If I fail to abide by the above conditions, the Court could enter judgment against me and proceed with disposition as if I had not been placed under probation. I have been notified and I understand that by consenting to and receiving a stay of judgment under Criminal Procedure Article § 6-220 I waive my right to appeal from a judgment of guilty by the Court in this case.

If Trial Held: **If you have been convicted or received probation before judgment for a crime, it may be unlawful for you to possess or purchase a firearm, including a rifle, shotgun, pistol, revolver, or ammunition, pursuant to state and/or federal law. If you have any questions about whether it is now illegal for you to possess or purchase a firearm, you should immediately consult an attorney. For additional information about these prohibitions or the surrender of firearms (even if you are currently incarcerated), please consult http://www.marylandattorneygeneral.gov/Forms/Form_77R_gun_questions.pdf or contact Maryland State Police Licensing Division at: 410-653-4500.**

You may be entitled to expunge this record and any DNA sample and DNA Record relating to the charge or charges against you if you meet certain conditions. Further information on expungement is contained in a brochure available at the Clerk's Office or on our website at http://www.mdcourts.gov/district.

Tracking Number:

07/15/2021 **Defendant** ______________________ **JUSTIN KYLE HOLDER**

LAW OFFICES OF

GORDON & SIMMONS, LLC

1050 Key Parkway
Suite 101
Frederick, Maryland 21702

E-Mail:
Jweddle@gordonsimmons.com

Website:
www.gordonsimmons.com

Roger C. Simmons+
Shawn P. Cavenee
Jacob I. Weddle
Charles E. Remus, II

Thornton S. McKinney, III
Jake Dziubla

Of Counsel: Susan G. Eisner
+Admitted Also in D.C.

Ralph Gordon
(1946 - 1999)

TELEPHONE
(301) 662-9122

FACSIMILE
(301) 698-0392

February 11, 2021

VIA E-MAIL ONLY
jholder2004@gmail.com

Justin Holder
308 West Chapline Street
Sharpsburg, Maryland 21782

Re: Terms of Legal Representation

Dear Mr. Holder:

[redacted] potentially file suit, against Washington County, Maryland and/or its custodian of records related to the County's and/or custodian's withholding of public records in violation of the Maryland Public Information Act. The purpose of this letter is to outline the terms and conditions pursuant to which Gordon & Simmons, LLC ("G&S") shall provide legal representation to you.

G&S will undertake its work on your behalf on an hourly fee basis. I will likely be the primary attorney responsible for handling your matter(s). However, the Firm reserves the right to assign other attorneys to your case to ensure that this scope of work is completed timely and effectively.

The hourly rates for G&S's attorneys are as follows: Roger C. Simmons, managing member of the firm, $400.00 per hour; Shawn P. Cavenee, $300.00 per hour; Jacob I. Weddle, $275.00 per hour; Charles E. Remus, II, $250.00 per hour; Susan G. Eisner at $250.00 per hour; and Thornton S. McKinney III and Jake Dziubla at $225.00 per hour. The time expended by our paralegal, Kira Muren, is billed at $125.00 per hour, and any work performed by our document clerk is billed at $50.00 per hour. G&S reserves the right to review and modify its rates one year from the date of this letter.

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Time is kept in tenth-of-an-hour increments. By way of example, if a G&S attorney spends 15 minutes in a telephone consultation with you, you shall be billed three-tenths (0.3) of an hour for the call.

G&S shall bill you monthly, detailing the time expended by its attorneys and other professionals working on your behalf, and showing the amount due for our work. You will also be invoiced monthly for any costs expended in this matter. Out-of pocket expenses may include, but are not limited to, such items as filing fees, photocopies (at $0.15 per page for in-house copies), postage, messengers and/or overnight delivery, transportation and parking, and computer-based legal research.

G&S requires that its invoices be paid within twenty (20) days of the date of invoice. Failure to pay any invoice in full within forty-five (45) days after the invoice date will result in interest being charged on the unpaid balance of the past due invoice at the rate of ten percent (10%) per annum. G&S is requesting that you also provide a retainer in the amount of $2,500.00 (Two Thousand Five Hundred Dollars) to defray the initial fees and costs that G&S expects to incur in its representation of you. The amount of the retainer is not an estimate of the cost of the representation, nor is it a cap on fees. The retainer represents a good faith deposit towards the billing by the Firm for its scope of work as defined above.

Upon receipt of the retainer fee, it shall be deposited in the Firm's client escrow account. When the first monthly invoice for our work is issued, we shall apply the retainer to the amounts then due and owing, requesting payment for any amounts in excess of the retainer funds then held in escrow. Payment for any amount due in excess of the retainer balance is expected within 20 days of the date of the invoice. During the course of its representation, G&S may, in its sole discretion, require that you replenish the retainer, in addition to paying the balance of any invoice in full. If the Firm completes the scope of work outlined herein without exhausting the retainer funds it holds on your behalf, and if no further representation is agreed to in a new retainer agreement, the unused portion shall be returned to you.

Beyond funding the retainer and paying G&S's invoices timely, the following terms and conditions also apply to this representation:

1. You will not discuss the advice that we give you, or this matter in general, with anyone other than the attorneys at G&S. We **strongly** encourage you to refrain from participating in social media (Facebook, Twitter, Tumblr, Flickr, Skype, and the like) during the course of representation. Information found on social media web sites is not private, can be discoverable, and may be potentially damaging to your interests. Understand that information shared with others be it verbally; in writing via e-mail, text message or letter; or even posted online could lead to the loss of attorney client privilege were that information to relate in any way to the legal matter that we are handling for you.

The purpose of this provision is to protect your attorney-client privilege.

2. Any monetary recovery will be in the form of a check or wire payable to G&S's escrow account. In the event that you owe G&S any outstanding sum under this agreement, G&S expressly reserves the right to assert a statutory attorney's lien on any settlement, judgment or award that you receive in any matter, claim or dispute for which G&S has provided you legal services, to the fullest extent allowed by law. G&S retains this right regardless of whether it remains engaged as your counsel at the time of the entry of any judgment, settlement, or award.

3. You agree to act reasonably and responsibly when considering any and all settlement offers.

4. You understand that if the G&S recommends settlement, and you refuse to settle, upon reasonable notice to you, G&S may withdraw and shall be entitled to receive all monies due to it under common law, this Agreement or otherwise at the hourly rates described above.

5. You have a legal duty to preserve all materials that relate, directly or indirectly, to the underlying dispute between or among the parties. "Materials" include, without limitation, paper documents, electronic data (including but not limited to audio, video, email, email attachments, memos, notes, spreadsheets, and discs) and all information preserved in any other tangible form. You understand this duty and warrant that you have not and will not delete any such relevant, discoverable materials that relate, directly or indirectly, to the underlying dispute between or among the parties.

6. G&S shall be involved in and shall participate in any future settlement negotiations. You agree not to engage in settlement talks directly or indirectly without first informing G&S and permitting it to participate.

7. You understand and agree that you will consult solely with G&S regarding litigation decisions and that you will reasonably follow our advice on all issues pertinent to the litigation once you sign this agreement.

8. In the event that G&S must bring any action, including but not limited to an attorney's lien to collect a fee or other compensation you owe this firm, G&S shall be entitled to collect the reasonable attorney's fees and costs expended to collect any unpaid fee. G&S reserves the right, in its sole discretion, to recover such payments either in any court of competent jurisdiction sitting in Frederick County, Maryland, and you consent to jurisdiction for any claim arising out of this agreement in Frederick County, Maryland. G&S's right and ability to recoup its fees and costs expended for the failure to pay as agreed shall be exempt from the merger doctrine, and shall not be merged into any judgment on the agreement, and survives any final judgment on the underlying fee agreement.

9. Although you have the right to terminate your relationship with G&S at any time and for any reason (subject to G&S's rights related to its fee structure noted above), and have the ultimate authority over the objectives of the case, G&S shall have full and complete tactical and strategic authority to press this case in any manner it sees fit and in its discretion to the extent permitted under the Maryland Rules of Professional Conduct.

10. Conversely, G&S reserves the right to terminate its representation of you if it determines, in its sole discretion, that the case is not legally or economically viable. G&S also reserves the right to withdraw from this representation in the event you fail to honor this agreement; fails to take our advice; or for any other reason that is permitted or required under the laws of the State of Maryland, or the Maryland Rules of Professional Conduct. In the event G&S seeks to withdraw, it shall do so in accordance with the Maryland Rules of Civil Procedure, and shall notify you of its intention to do so in writing.

11. At the conclusion of this matter, all matters in your file kept by G&S shall be returned to you upon request. You are further advised to retain all confidential information or original documents from G&S's file. You otherwise authorize G&S to destroy in a secure manner the information contained in G&S's file after four years from the date the legal service is completed. If you want a copy of your file at any time, we shall deliver it to you in the same format in which the file is maintained in our office. If you desire paper copies of files or data which we have solely maintained in digital format, we will either provide you the digital copies as well as making you the paper copies at an additional expense, or cooperate in delivering your digital file to a copy printing service of your choice so that your selected copies may be made at your expense.

12. The terms of this retainer agreement, if not accepted prior, are valid for 15 days from the date of this letter, at which time the offer to represent you in this matter shall be deemed withdrawn. Thereafter, should you desire for the Firm to represent you, a new retainer agreement must be prepared and agreed to by you and the Firm.

Please review these terms and feel free to contact me with any questions or concerns. Otherwise, I ask that you sign in the space provided below to indicate your agreement to G&S's representation of you consistent with the terms outlined above. I also ask that you fund the retainer fee by check in the amount of $2,500.00 made payable to Gordon & Simmons, LLC Attorney Escrow Account.

I look forward to the opportunity to continue to work with you.

Sincerely,

/s/

Jacob I. Weddle
For Gordon & Simmons, LLC

READ AND AGREED TO:

_______________________________(SEAL)
Justin Holder

____
Date

10. Conversely, G&S reserves the right to terminate its representation of you if it determines, in its sole discretion, that the case is not legally or economically viable. G&S also reserves the right to withdraw from this representation in the event you fail to honor this agreement; fails to take our advice; or for any other reason that is permitted or required under the laws of the State of Maryland, or the Maryland Rules of Professional Conduct. In the event G&S seeks to withdraw, it shall do so in accordance with the Maryland Rules of Civil Procedure, and shall notify you of its intention to do so in writing.

11. At the conclusion of this matter, all matters in your file kept by G&S shall be returned to you upon request. You are further advised to retain all confidential information or original documents from G&S's file. You otherwise authorize G&S to destroy in a secure manner the information contained in G&S's file after four years from the date the legal service is completed. If you want a copy of your file at any time, we shall deliver it to you in the same format in which the file is maintained in our office. If you need paper copies of files or data which we have solely maintained in digital format, we will either provide you the digital copies as well as making you the paper copies at an additional expense, or cooperate in delivering your digital file to a copy printing service of your choice so that your selected copies may be made at your expense.

12. The terms of this retainer agreement, if not accepted prior, are valid for 15 days from the date of this letter, at which time the offer to represent you in this matter shall be deemed withdrawn. Thereafter, should you desire for the Firm to represent you, a new retainer agreement must be prepared and agreed to by you and the Firm.

Please review these terms and feel free to contact me with any questions or concerns. Otherwise, I ask that you sign in the space provided below to indicate your agreement to G&S's representation of you consistent with the terms outlined above. I also ask that you fund the retainer fee by check in the amount of $2,500.00 made payable to Gordon & Simmons, LLC Attorney Escrow Account.

I look forward to the opportunity to continue to work with you.

Sincerely,

/s/

Jacob I. Weddle
For Gordon & Simmons, LLC

READ AND AGREED TO:

______________________ (SEAL)
Justin Holder

2-12-21
Date

REMUS,
WEDDLE,
& CAVENEE
ATTORNEYS AT LAW

Remus, Weddle & Cavenee, LLC
18 West Church Street, 2nd Floor
Frederick, Maryland 21701
www.rwclawyers.com
301-206-5770 (office)
301-206-5771 (fax)

Shawn P. Cavenee
Jacob I. Weddle
Charles E. Remus II

jweddle@rwclawyers.com

March 12, 2022 ***Via E-mail Only To:*** jholder2004@gmail.com

Justin Kyle Holder
308 West Chapline Street
Sharpsburg, Maryland 21782

Re: Legal Representation Agreement ("Agreement")

Dear Mr. Holder:

On behalf of Remus, Weddle & Cavenee, LLC ("RWC" or the "Firm"), the purpose of this Agreement is to confirm the terms of RWC's representation of you, personally (hereafter, "Client") in Case No. C-21-CV-21-000097 (the "MPIA matter") [redacted]

RWC has undertaken and is prepared to undertake this work on an hourly fee basis. [redacted] I will be the primary attorney responsible for representing Client in the MPIA matter. My hourly rate is $275; Chaz's hourly rate is $250. The Firm reserves the right, in its sole discretion, to assign other attorneys to this matter to ensure that the scope of work is completed as timely and efficiently as practicable. The hourly rate for our other partner, Shawn P. Cavenee, is $325. The hourly rate for any other attorneys at the Firm, including any future associate attorneys of the Firm, shall be $215. Any time expended by paralegals shall be billed at $125 per hour, and document clerks shall be billed at $50 per hour. The Firm reserves the right to review its rates on an annual basis but shall not increase the above-quoted rates without first providing written notice to Client.

Professional time expended by the lawyers at RWC shall be recorded and billed in minimum increments of one-tenth of an hour. For example, if I spend 20 minutes preparing a letter on Client's behalf, then Client shall be invoiced 0.4 hours for that work, with any partial tenth of an hour rounded up to the next full tenth of an hour. Time is collected and an invoice for RWC's work shall be issued monthly. In addition to professional time, the Firm shall bill for its out-of-pocket expenses incurred in performing its scope of work, at cost. Common expenses for which RWC shall seek reimbursement from Client include, without limitation, postage, court filing fees, expert witness fees (if applicable) and shipping costs.

RWC shall provide a monthly bill detailing the time expended by its attorneys on Client's behalf, accounting for all out-of-pocket costs incurred in performing the scope of work. Payment is due within 20 days of the date of invoice. If timely payment is not received, the Firm reserves the right to assess a finance charge not exceeding 1.5% per month (18% per annum) on any outstanding bills not paid within 30 days.

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While RWC typically requires a retainer for new matters, the Firm is aware that Client already has monies remaining in escrow at our prior firm. Accordingly, and in lieu of requesting Client to issue a new retainer amount, RWC requests that, upon execution of this Agreement, Client will assist in transferring any remaining escrow monies from our prior firm directly to RWC's client escrow account. Please be advised that the amount of the retainer is not an estimate of the cost of the representation, nor is it a cap on fees. The retainer represents a good faith deposit toward the anticipated initial billing by the Firm for fees and costs incurred in the performance of the scope of work outlined here.

Upon receipt of the retainer fee from our prior firm, it shall be deposited in RWC's client escrow account. When the first monthly invoice for our work is issued, RWC shall first apply any retainer amounts held in trust on Client's behalf to the amounts then due and owing, requesting payment for any amounts in excess of the retainer funds then held in escrow. Payment for any remaining balance is expected within 20 days of the date of invoice. RWC may, in its sole discretion, require that Client replenish the retainer, in addition to paying the balance of any invoice in full. If the Firm's engagement with Client ends or is terminated, once a final bill is issued and any unpaid fees and costs collected, the unused portion of any retainer paid by Client shall be returned.

Beyond the obligation to fund the initial retainer and pay RWC's fees and costs timely, the following terms apply to the Firm's representation:

1. Client agrees to keep the Firm's advice and recommendations confidential. This condition is to Client's benefit to ensure that communications with the Firm remain privileged and not discoverable by an opposing party in the event litigation proves necessary. The Firm encourages Client to refrain from commenting or posting on social media (Facebook, Twitter, Instagram, etc.) about the Firm's scope of work or advice, or generally, about the matter for which Client is retaining RWC. Information found on social media sites is not private, can be discoverable, and may be potentially damaging to a client's interests. Information shared with others, whether verbally; in writing via E-mail, text message or letter; or by online post; can lead to the loss of the attorney-client privilege.

2. Client agrees to cooperate fully with the Firm to make whatever records and documents Client has available to the Firm. If Client fails to cooperate, Client agrees that such action will constitute good cause for RWC to withdraw from further representation. Good cause shall also exist for the Firm to withdraw from representation if, (1) after an investigation of the facts, RWC determines that the facts as relayed by Client differ significantly from those uncovered in the investigation, or (2) Client fails to honor this Agreement.

3. Client has a legal duty to preserve all materials that relate, directly or indirectly, to the underlying dispute between or among the parties. "Materials" include, without limitation, paper documents, electronic data (including but not limited to, audio, video, email, email attachments, memos, notes, spreadsheets, and discs) and all information preserved in any other tangible form. Client understands this duty and warrants that he/she/it has not and will not delete any such relevant, discoverable materials that relate, directly or indirectly, to the underlying dispute between or among the parties.

4. Client has the absolute right to terminate this Agreement at any time, although any such termination of this Agreement shall not terminate Client's obligation to pay any fees or expenses that have already been incurred. The Firm has the right to withdraw from representing Client in the event Client fails to honor the obligations under this Agreement, fails to accept the Firm's advice, or for any other reason that is permitted under the laws of the state of Maryland or the Rules of Professional Conduct. If the Firm seeks to withdraw, it shall do so in accordance with the applicable rules of court.

5. RWC will be guided by the Client's goals and objectives in completing the scope of work but retains the discretion to determine how best to meet those objectives. Client agrees that Client will consult solely with RWC regarding litigation decisions and that Client will reasonably follow the Firm's advice on all issues pertinent to the representation once Client signs this Agreement. RWC makes no representations or warranties concerning the successful termination or the favorable outcome of any legal action, and all expressions made by the Firm and its attorneys are matters of their opinions only.

6. Client expressly agrees that, in the event Client owes RWC any outstanding sum under this Agreement, any monetary recovery, including any monetary recovery of attorneys' fees, will be in the form of a check or wire payable to RWC's escrow account. If Client owes the Firm any outstanding sum under this Agreement, Client agrees that the Firm has the immediate right to recoup any outstanding sums from any monetary recovery received. RWC further expressly reserves the right to assert a statutory attorney's lien on any settlement, judgment, or award that Client receives in any matter, claim or dispute for which RWC has provided legal services, to the fullest extent allowed by law.

7. Client agrees to act reasonably and responsibly when considering any settlement offer(s). Client understands that if the Firm recommends settlement, and Client refuses to settle, upon reasonable notice, RWC may withdraw and shall be entitled to receive payment. The Firm shall be involved in and shall participate in any future settlement negotiations. Client agrees not to engage in settlement talks directly or indirectly without first informing RWC and allowing the Firm to participate.

8. Should RWC be terminated for any reason, the Firm shall have, and be entitled to exercise, such rights as it has or may have at common law to collect any unpaid fees and costs due.

9. For purposes of construction of this Agreement, neither party shall be deemed to be the drafter, but instead the document shall be construed as a freely negotiated instrument jointly and collectively drafted by all parties.

10. If the Firm brings any collection action including, but not limited to, an action for breach of contract and/or to establish an attorney's lien, to protect its ability to collect any outstanding fee owed under this retainer Agreement, RWC shall be entitled to collect the reasonable attorney's fees and costs expended in such action, as well as the 1.5% per month finance charge referenced above.

11. In any dispute over the payment of the Firm's fees, or RWC's representation in this matter, Client agrees to submit to the personal jurisdiction of the Maryland state courts and that the jurisdiction and venue for any such dispute shall only be proper only in Frederick County, Maryland.

12. The terms of this retainer Agreement, if not accepted prior, are valid for 15 days from the date of this letter, at which time the offer to represent Client shall be deemed withdrawn. Thereafter, should Client desire to retain the Firm, a new retainer agreement must be prepared and agreed to between the parties.

Please review these terms and feel free to contact me with any questions or concerns. Otherwise, assuming Client wishes to retain RWC, I ask that this retainer Agreement be executed in the space provided below to indicate Client's agreement to RWC's representation consistent with the terms outlined above, and that the signed Agreement be forwarded to our office as soon as possible.

Thank you for the opportunity to work together on this matter.

Sincerely,

/s/ Jacob I. Weddle
For Remus, Weddle & Cavenee, LLC

[Client Signature on Following Page]

ACKNOWLEDGED AND AGREED TO:

______________________________ (SEAL) Dated: **March 12th, 2022**
Justin Kyle Holder, individually

Gordon & Simmons, LLC
1050 Key Parkway, Suite 101
Frederick, MD 21702

Ph:(301) 662-9122 Fax:(301) 698-0392

Justin Holder
308 West Chapline St.
Sharpsburg, MD 21782

March 31, 2021

File #: 2476-001
Inv #: 15671

Attention:

RE: Holder/Washington County

FEE SUMMARY

Lawyer	Hours	Effective Rate	Amount
Jacob Weddle	10.00	$275.00	$2,750.00

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Feb-25-21	Email to client re: status of draft complaint (.1)	0.10	27.50	JW
Mar-08-21	Telephone call from A. Greivell and client re: matter (1.4); review draft complaint [redacted] (0.7); draft MPIA complaint (3.2)	5.30	1,457.50	JW
Mar-09-21	Continue drafting MPIA complaint and send to client for review (3.9)	3.90	1,072.50	JW
Mar-12-21	Telephone call to J. Holder to discuss [redacted] (.4)	0.40	110.00	JW
Mar-15-21	Finalize and file complaint (.3)	0.30	82.50	JW
	Totals	10.00	$2,750.00	

DISBURSEMENTS		**Disbursements**	**Receipts**
Mar-26-21	Monthly billing transfer from escrow		2,500.00
Mar-15-21	Filing fee	170.78	

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Totals	$170.78	$2,500.00
Total Fees & Disbursements		**$420.78**
Previous Balance		$0.00
Previous Payments		$0.00
Balance Due Now		**$420.78**

TRUST STATEMENT

		Disbursements	Receipts
Feb-16-21	Received From: Sharpsburg Property Management (Holder) Retainer (Holder)		2,500.00
Mar-26-21	Paid To: Gordon & Simmons, LLC Monthly billing transfer from escrow	2,500.00	
	Total Trust	$2,500.00	$2,500.00
	Trust Balance		**$0.00**

Gordon & Simmons, LLC
1050 Key Parkway, Suite 101
Frederick, MD 21702

Ph:(301) 662-9122 Fax:(301) 698-0392

Justin Holder
308 West Chapline St.
Sharpsburg, MD 21782

June 30, 2021

File #: 2476-001
Inv #: 15967

Attention:

RE: Holder/Washington County

FEE SUMMARY

Lawyer	Hours	Effective Rate	Amount
Jacob Dziubla	0.30	$0.00	$0.00
Thornton McKinney	61.90	$187.56	$11,610.00
Kira Muren, Paralegal	0.10	$125.00	$12.50
Jacob Weddle	7.40	$28.89	$213.76

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Apr-29-21	Finalize requests for the production of documents (0.2); draft NOS of Discovery (0.1)	0.30	82.50	JW
May-03-21	Confer with J. Weddle about case (.3)	0.30	67.50	TM
May-04-21	Confer with J. Weddle about case (.2); review filings, statutory authority, case law, and materials from client (4.0)	4.20	945.00	TM
	Discuss and emails re: [redacted] (0.3); email to client re: [redacted] (0.1); review email from A. Greivell and email responding to the same (0.2)	0.60	165.00	JW
May-05-21	Review client communication and alternative counsel notes (.6)	0.60	135.00	TM
	Telephone call with A. Greivell (.7)	0.70	192.50	JW

May-06-21	Review case law (1.9)	1.90	427.50	TM
May-07-21	Draft response to motion to dismiss/summary judgment (2.0)	2.00	450.00	TM
May-10-21	Draft response to motion to dismiss/summary judgment (5.3)	5.30	1,192.50	TM
May-11-21	Draft response to motion to dismiss/summary judgment (5.3)	5.30	1,192.50	TM
May-12-21	Draft response to motion to dismiss/summary judgment (5.8)	5.80	1,305.00	TM
	Email to T. McKinney with briefs on the argument re: [redacted] (.2)	0.20	55.00	JW
May-13-21	Draft response to motion to dismiss/summary judgment (5.0); confer with J. Weddle about draft (.4); review and incorporate J. Weddle edits (.3)	5.70	1,282.50	TM
	Review and revise opposition to motion to dismiss, and confer with T. McKinney re: the same (1.1); email sample 2-501(d) affidavit to T. McKinney (0.1); email to A. Lamm re: motion for protective order (0.2)	1.40	385.00	JW
May-14-21	Incorporate J. Weddle edits and revisions (4.3); prepare affidavit (.7)	5.00	1,125.00	TM
	Final review and revision to opposition to motion to dismiss; send to client and A, Greivell for review and comment (.9)	0.90	247.50	JW
May-17-21	Confer with J. Weddle about client revisions and additional research (.4); revise, add introduction to draft (1.2); review cases cited by client (1.7)	3.30	742.50	TM
	Telephone call with J. Holder and A. Greivell re: opposition to motion to dismiss (0.3); email T. McKinney briefs re: [redacted] (0.3)	0.60	165.00	JW
May-18-21	Final revisions and prepare document for filing (.4); review motion for protective order, sample replies and document requests (.8)	1.20	270.00	TM
	Review and revise introduction, and finalize for filing (.3)	0.30	82.50	JW
May-19-21	Confer with J. Weddle concerning protective order (.1)	0.10	22.50	TM
May-20-21	Email A. Lamm re deficiency notice (.1)	0.10	12.50	pl
May-21-21	Draft reply to motion for protective order (2.1)	2.10	472.50	TM
May-24-21	Draft reply to motion for protective order (1.6)	1.60	360.00	TM

May-25-21	Revise draft opposition to motion for protective order (.6); confer with J. Weddle about [redacted] (.4); incorporate J. Weddle revisions (.7); research precedent [redacted] (.5); review motion to extend time (.2); research [redacted] (.7)	3.10	697.50	TM
	Review motion for extension of time to file answer/response and discuss the same with T. McKinney (.3)	0.30	82.50	JW
May-26-21	Review order for hearing (.1)	0.10	22.50	TM
	Review Hearing Notice (.1)	0.10	27.50	JW
May-27-21	Confer with J. Weddle about revisions needed to opposition (.2); revise opposition (2.5)	2.70	607.50	TM
	Review and revise draft opposition to motion for protective order (0.3)	0.30	82.50	JW
May-29-21	Telephone call to client to discuss ruling (0.3); send client filed Opposition to Motion for Protective Order (0.1 n/c)	0.30	82.50	JW
Jun-01-21	Confer with J. Weddle concerning opposition to motion to extend (.1); check for time to reply to motion (.1)	0.20	45.00	TM
Jun-02-21	Draft email to J. Weddle concerning [redacted] (.4); confer with J. Weddle concerning document requests (.3); review answer (.2)	0.90	202.50	TM
	Email to T. McKinney re: [redacted] (0.1); email to J. Holder re: [redacted] (0.1); review hearing notice and send the same to client with note re: [redacted] (0.2)	0.40	110.00	JW
Jun-07-21	Confer with J. Weddle about case (.1); draft opposition to motion to extend (3.7) (n/c)	3.80	0.00	TM
Jun-08-21	Draft opposition to motion to extend (3.2); incorporate J. Weddle edits, prepare proposed order, certificate of service (.4) (n/c)	3.60	0.00	TM
Jun-09-21	Met with T. McKinney to discuss [redacted] (.3)	0.30	0.00	JD
	Review order on motion to extend and docket (.2); review email from J. Weddle and confer concerning next steps (.1); confer with S. Eisner about matter (.3); confer with J. Weddle on matter (.2) (n/c)	0.80	0.00	TM
	Review docket re: granting of motion for more time, and draft email [redacted] (0.6) (n/c)	0.60	0.00	JW

Jun-15-21	Review reply to opposition to motion for protective order (.2); review cases and draft reply email concerning potential surreply (protective order) (1.9) (n/c)	2.10	0.00	TM
	Work assignment to T. McKinney re: [redacted] (.2)	0.20	55.00	JW
Jun-16-21	Review email from client (.2)	0.20	45.00	TM
Jun-21-21	Email to client re: [redacted] (.2)	0.20	55.00	JW
Jun-25-21	Courtesy discount		-1,656.24	JW
	Totals	69.70	$11,836.26	

DISBURSEMENTS		**Disbursements**	**Receipts**
Jun-25-21	Monthly billing transfer from escrow		6,000.00
May-22-21	Photocopy Expense - May	18.00	
Jun-25-21	Photocopy Expense - June	4.95	
May-22-21	Postage Expense - May	9.60	
Jun-25-21	Postage Expense - June	2.55	
May-23-21	Lexis Research - April	48.29	
Jun-23-21	Lexis Research	80.35	
	Totals	$163.74	$6,000.00

Total Fees & Disbursements	**$6,000.00**
Previous Balance	$3,790.61
Previous Payments	$3,790.61
Balance Due Now	**$6,000.00**

TRUST STATEMENT

		Disbursements	Receipts
Jun-17-21	Received From: Sharpsburg Autolift LLC (Justin Holder) Additional retainer		6,000.00
Jun-25-21	Paid To: Gordon & Simmons, LLC Monthly billing transfer from escrow	6,000.00	
	Total Trust	$6,000.00	$6,000.00
	Trust Balance		**$0.00**

Gordon & Simmons, LLC
1050 Key Parkway, Suite 101
Frederick, MD 21702

Ph:(301) 662-9122 Fax:(301) 698-0392

Justin Holder
308 West Chapline St.
Sharpsburg, MD 21782

August 4, 2021

File #: 2476-001
Inv #: 16021

Attention:

RE: Holder/Washington County

FEE SUMMARY

Lawyer	Hours	Effective Rate	Amount
Thornton McKinney	17.40	$107.33	$1,867.50
Jacob Weddle	17.50	$221.57	$3,877.50

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jun-28-21	Review emails, filings from client (.2)	0.20	45.00	TM
	Review Order re: Motion for Protective Order and send to client (.1)	0.10	27.50	JW
Jul-01-21	Review email from client (.2)	0.20	45.00	TM
Jul-15-21	Gather materials for motion (0.2); Confer w/ J. weddle regarding case (0.1)	0.30	67.50	TM
	Attend hearing and confer with J. Holder and A. Greivell re: matter (1.3)	1.30	357.50	JW
	Travel to and from hearing (1.7) (N/C)	1.70	0.00	JW
Jul-16-21	Review reply brief and confer w/ J. Weddle concerning same (0.8)	0.80	180.00	TM
	Review emails from client re: [redacted] (0.2); review reply brief and send the same to client (0.4); review A. Greivell's email re: [redacted] (0.3); confer with T. McKinney re: [redacted]	1.40	385.00	JW

	[redacted] (0.5)			
Jul-18-21	Emails to T. McKinney re: motion to strike and surreply; email to client (.7)	0.70	192.50	JW
Jul-19-21	Confer w/ J. Weddle about motion filings (0.3); Review emails concerning pre-hearing filings and prepare papers for filing (4) (n/c); Review cases ahead of hearing (1.4) (n/c)	5.70	67.50	TM
	Prepare for motion to dismiss/summary judgment hearing (3.2)	3.20	880.00	JW
Jul-20-21	Prepare surreply for filing (0.3); Review materials ahead of hearing (6) (n/c)	6.50	1,462.50	TM
	Prepare for motion to dismiss/summary judgment hearing (3.9)	3.90	1,072.50	JW
Jul-21-21	Travel to hearing (1.5); Attend hearing and debrief with client (1.7); Travel to office (0.5) (n/c)	3.70	0.00	TM
	Prepare for and argue MPIA Motion for Summary judgment (3.0); confer with client (0.4); telephone call with T. McKinney re: [redacted] (0.1)	3.50	962.50	JW
	Travel to and from MPIA Motion for Summary argument (1.7) (n/c)	1.70	0.00	JW
	Totals	34.90	$5,745.00	

DISBURSEMENTS		Disbursements	Receipts
Jul-15-21	Parking expense - Washington Co. District Court (petty cash)	9.00	
Jul-21-21	Parking expense - Washington Co. District Court (petty cash)	9.00	
Jul-25-21	Photocopy Expense - July	37.50	
	Postage Expense - July	1.95	
Jul-22-21	Lexis Research - June	35.33	
	Totals	$92.78	$0.00

Total Fees & Disbursements	**$5,837.78**
Previous Balance	$6,000.00
Previous Payments	$6,000.00
Balance Due Now	**$5,837.78**

Gordon & Simmons, LLC
1050 Key Parkway, Suite 101
Frederick, MD 21702

Ph:(301) 662-9122 Fax:(301) 698-0392

Justin Holder
308 West Chapline St.
Sharpsburg, MD 21782

August 27, 2021

File #: 2476-001
Inv #: 16088

Attention:

RE: Holder/Washington County

FEE SUMMARY

Lawyer	Hours	Effective Rate	Amount
Thornton McKinney	30.90	$225.00	$6,952.50
Jacob Weddle	7.20	$145.18	$1,045.30

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Aug-02-21	Telephone call with client re: call from Kevin Karpinski re: [redacted] (.4)	0.40	110.00	JW
Aug-03-21	Review client email; motion to alter or amend (.8)	0.80	180.00	TM
Aug-04-21	Confer with J. Weddle about motion to alter or amend (.4); research on Motion to Alter or Amend (Summary Judgment); [redacted] (2.4)	2.50	562.50	TM
Aug-06-21	Draft Opposition (Motion to Alter or Amend - Summary Judgment) (4.6)	4.60	1,035.00	TM
Aug-09-21	Continue drafting opposition (Motion to Alter or Amend - Summary Judgment) (5.5)	5.50	1,237.50	TM
Aug-10-21	Continue drafting opposition (Motion to Alter or Amend - Summary Judgment) (3.3); draft opposition (Motion to Alter or Amend - Motion to Strike) (1.7); research: [redacted] (.5)	5.50	1,237.50	TM
Aug-11-21	Draft opposition (Motion to Alter or Amend - Motion to Strike) (1.6); review emails from	3.90	877.50	TM

	client (.3); draft opposition (Protective Order) (2.0)			
Aug-12-21	Revise motions and send email (2.2)	2.20	495.00	TM
Aug-13-21	Confer with J. Weddle about Oppositions, revisions (.4); revise opposition (Motion to Alter or Amend - Summary Judgment) (3.5)	3.90	877.50	TM
	Telephone call with client re: call from Kevin Karpinski [redacted] (0.3); telephone call to T. McKinney to discuss draft brief (0.4); revise draft brief (0.9)	1.60	440.00	JW
Aug-14-21	Review draft opposition to Motion to Alter or Amend (1.3)	1.30	357.50	JW
Aug-16-21	Confer with J. Weddle (.4); gather requested documents (.3); review J. Weddle revisions (1.0)	1.70	382.50	TM
	Review and finalize oppositions to Motions to Alter or Amend and Motion re: protective Order (2.1)	2.10	577.50	JW
Aug-17-21	Prepare proposed orders (.3)	0.30	67.50	TM
	Review and finalize oppositions to Motions to Alter or Amend and Motion re: protective Order (1.1); email to T. McKinney to draft proposed orders (0.1)	1.20	330.00	JW
Aug-18-21	Telephone call to client re: call from K. Karpinski re: in camera review (.5)	0.50	137.50	JW
Aug-23-21	Communicate with client re: [redacted] (.1)	0.10	27.50	JW
Aug-24-21	Courtesy discount		-934.70	JW
	Totals	38.10	$7,997.80	

DISBURSEMENTS		**Disbursements**	**Receipts**
Aug-24-21	Monthly billing transfer from escrow		162.22
Aug-24-21	Postage Expense - August	2.20	
	Totals	$2.20	$162.22

Total Fees & Disbursements	**$7,837.78**
Previous Balance	$5,837.78
Previous Payments	$5,837.78
Balance Due Now	**$7,837.78**

TRUST STATEMENT

		Disbursements	Receipts
Aug-19-21	Received From: Justin Kyle Holder In payment of current balance, and additional retained for future use		6,000.00
	Paid To: Gordon & Simmons, LLC Transfer from escrow in payment of invoice 16021	5,837.78	
Aug-24-21	Paid To: Gordon & Simmons, LLC Monthly billing transfer from escrow	162.22	
	Total Trust	$6,000.00	$6,000.00
	Trust Balance		**$0.00**

Gordon & Simmons, LLC
1050 Key Parkway, Suite 101
Frederick, MD 21702

Ph:(301) 662-9122 Fax:(301) 698-0392

Justin Holder
308 West Chapline St.
Sharpsburg, MD 21782

September 29, 2021

File #: 2476-001
Inv #: 16144

Attention:

RE: Holder/Washington County

FEE SUMMARY

Lawyer	Hours	Effective Rate	Amount
Jacob Weddle	1.20	$275.00	$330.00

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Aug-31-21	Review orders from court; email to client (.2)	0.20	55.00	JW
Sep-13-21	Telephone call to client to discuss [redacted] (.3)	0.30	82.50	JW
Sep-15-21	Review Answer (.2)	0.20	55.00	JW
Sep-16-21	Email to client re: non-verified answer (0.2); email to client re: [redacted] (0.2)	0.40	110.00	JW
Sep-22-21	Review scheduling order (.1)	0.10	27.50	JW
	Totals	1.20	$330.00	

DISBURSEMENTS		**Disbursements**	**Receipts**
Aug-25-21	Photocopy Expense - August	6.45	
	Lexis Research - July	64.93	
Sep-03-21	Lexis Research - August	59.03	

Totals	$130.41	$0.00
Total Fees & Disbursements		**$460.41**
Previous Balance		$7,837.78
Previous Payments		$0.00
Balance Due Now		**$8,298.19**

Gordon & Simmons, LLC
1050 Key Parkway, Suite 101
Frederick, MD 21702

Ph:(301) 662-9122 Fax:(301) 698-0392

Justin Holder
308 West Chapline St.
Sharpsburg, MD 21782

October 28, 2021

File #: 2476-001
Inv #: 16215

Attention:

RE: Holder/Washington County

FEE SUMMARY

Lawyer	Hours	Effective Rate	Amount
Joey Leavitt	7.10	$225.00	$1,597.50
Jacob Weddle	0.30	-$3,058.33	-$917.50

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Oct-18-21	Confer with J. Leavitt re drafting interrogatories (.3)	0.30	82.50	JW
Oct-20-21	Reviewed case file and applicable case law/code provisions; began preparing interrogatories (6.0)	6.00	1,350.00	JL
Oct-21-21	Continued preparing and revising interrogatories (1.1)	1.10	247.50	JL
Oct-25-21	Courtesy discount		-1,000.00	JW
	Totals	7.40	$680.00	

Total Fees & Disbursements	**$680.00**
Previous Balance	$8,298.19
Previous Payments	$0.00
Balance Due Now	**$8,978.19**

Gordon & Simmons, LLC
1050 Key Parkway, Suite 101
Frederick, MD 21702

Ph:(301) 662-9122 Fax:(301) 698-0392

Justin Holder
308 West Chapline St.
Sharpsburg, MD 21782

December 1, 2021

File #: 2476-001
Inv #: 16291

Attention:

RE: Holder/Washington County

FEE SUMMARY

Lawyer	Hours	Effective Rate	Amount
Jacob Weddle	0.50	$275.00	$137.50

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Nov-12-21	Participate in Zoom call with client and opposing counsel (0.2); telephone call with client afterward for status update (0.3)	0.50	137.50	JW
	Totals	0.50	$137.50	

DISBURSEMENTS		**Disbursements**	**Receipts**
Nov-26-21	Monthly billing transfer from escrow		145.21
Nov-03-21	Lexis Research - October	7.71	
	Totals	$7.71	$145.21

Total Fees & Disbursements	**$0.00**
Previous Balance	$8,978.19
Previous Payments	$8,978.19
Balance Due Now	**$0.00**

TRUST STATEMENT

		Disbursements	Receipts
Nov-01-21	Received From: Sharpsburg Autolift LLC In payment of current balance & additional retainer		11,000.00
Nov-03-21	Paid To: Gordon & Simmons, LLC Transfer Holder escrow in payment of current balance	8,978.19	
Nov-26-21	Paid To: Gordon & Simmons, LLC Monthly billing transfer from escrow	145.21	
	Total Trust	$9,123.40	$11,000.00
	Trust Balance		**$1,876.60**

Gordon & Simmons, LLC
1050 Key Parkway, Suite 101
Frederick, MD 21702

Ph:(301) 662-9122 Fax:(301) 698-0392

Justin Holder
308 West Chapline St.
Sharpsburg, MD 21782

December 29, 2021

File #: 2476-001
Inv #: 16394

Attention:

RE: Holder/Washington County

FEE SUMMARY

Lawyer	Hours	Effective Rate	Amount
Jacob Weddle	3.60	$275.00	$990.00

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Dec-05-21	Draft, review, and revise interrogatories to Defendants (2.7); communications with client re: [redacted] (0.1)	2.80	770.00	JW
Dec-06-21	Finalize and file interrogatories to Defendants (0.2); call with J. Holder to discuss [redacted] (0.4); draft notice of service of discovery materials and file the same (0.2)	0.80	220.00	JW
	Totals	3.60	$990.00	
Dec-23-21	Monthly billing transfer from escrow			990.00
	Total Fees & Disbursements			**$0.00**
	Previous Balance			$0.00
	Previous Payments			$0.00
	Balance Due Now			**$0.00**

TRUST STATEMENT

		Disbursements	Receipts
	Trust Balance Forward		1,876.60
Dec-23-21	Paid To: Gordon & Simmons, LLC Monthly billing transfer from escrow	990.00	
	Total Trust	$990.00	$1,876.60
	Trust Balance		**$886.60**

Gordon & Simmons, LLC
1050 Key Parkway, Suite 101
Frederick, MD 21702

Ph:(301) 662-9122 Fax:(301) 698-0392

Justin Holder
308 West Chapline St.
Sharpsburg, MD 21782

January 31, 2022

File #: 2476-001
Inv #: 16471

Attention:

RE: Holder/Washington County

FEE SUMMARY

Lawyer	Hours	Effective Rate	Amount
Jacob Weddle	2.70	$275.00	$742.50

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jan-06-22	Email to client re: status conference (0.3); telephone call with J. Holder re: [redacted] (0.6)	0.90	247.50	JW
Jan-07-22	Prepare for status conference (0.3); attend status conference (0.2); call with client after status conference (0.2)	0.70	192.50	JW
Jan-10-22	Send client [redacted] (.4)	0.40	110.00	JW
Jan-21-22	Call M. Carmen to schedule call re: [redacted] (.1)	0.10	27.50	JW
Jan-31-22	Telephone call re: [redacted]; telephone call to client and A. Greivell; email complaint and fill out NDA (.6)	0.60	165.00	JW
	Totals	2.70	$742.50	
Jan-31-22	Monthly billing transfer from escrow			742.50

Total Fees & Disbursements	**$0.00**
Previous Balance	$0.00
Previous Payments	$0.00
Balance Due Now	**$0.00**

TRUST STATEMENT

		Disbursements	Receipts
	Trust Balance Forward		886.60
Jan-31-22	Paid To: Gordon & Simmons, LLC Monthly billing transfer from escrow	742.50	
	Total Trust	$742.50	$886.60
	Trust Balance		**$144.10**

REMUS,
WEDDLE,
& CAVENEE
ATTORNEYS AT LAW

INVOICE

Invoice # 19
Date: 04/11/2022
Due On: 05/02/2022

Remus, Weddle & Cavenee, LLC

18 West Church Street, Second Floor
Frederick, Maryland 21701

Mr. Justin Holder
308 West Chapline Street
Sharpsburg, Maryland 21782

Statement of Account

	Outstanding Balance		New Charges		Amount in Trust		Payments Received		**Total Credit**
(	$0.00	+	$4,592.50	) - (	$5,249.10	+	$4,592.50	) =	**$5,249.10**

2022-00005-Holder

Holder/PIA

Type	Date	Notes	Quantity	Attorney	Rate	Total
Service	03/12/2022	telephone calls from J. Holder re: case	1.20	JW	$275.00	$330.00
Service	03/12/2022	draft motion for sanctions/ motion to compel	3.40	JW	$275.00	$935.00
Service	03/14/2022	draft opposition to motion for summary judgment	3.20	JW	$275.00	$880.00
Service	03/14/2022	legal research re: opposition to motion for summary judgment and review case law as cited in defendants motion	0.50	JW	$275.00	$137.50
Service	03/15/2022	continue to draft motion for summary judgment	4.60	JW	$275.00	$1,265.00
Service	03/16/2022	legal research re: opposition to motion for summary judgment	0.20	JW	$275.00	$55.00
Service	03/16/2022	draft and finalize opposition to motion for summary judgment	3.40	JW	$275.00	$935.00
Service	03/29/2022	send answers to interrogatories and filings to client	0.20	JW	$275.00	$55.00

Time Keeper	**Position**	**Quantity**	**Rate**	**Total**
Jacob Weddle	Partner	16.7	$275.00	$4,592.50
			Total	**$4,592.50**
			Payment (04/11/2022)	**-$4,592.50**
			Balance Owing	**$0.00**

Detailed Statement of Account

Current Invoice

Invoice Number	**Due On**	**Amount Due**	**Payments Received**	**Balance Due**
19	05/02/2022	$4,592.50	$4,592.50	$0.00

RWC IOLTA Trust

Date	**Type**	**Notes**	**Matter**	**Receipts**	**Payments**	**Balance**
03/23/2022	Check	Transfer from G&S Escrow Account - Justin Holder	2022-00005-Holder		$9,841.60	$9,841.60
04/11/2022		Payment for invoice #19	2022-00005-Holder	$4,592.50		$5,249.10
			RWC IOLTA Trust Balance		**$5,249.10**	

Please make all amounts payable to: Remus, Weddle & Cavenee, LLC

Please pay within 21 days.

REMUS,
WEDDLE,
& CAVENEE
ATTORNEYS AT LAW

INVOICE

Invoice # 39
Date: 04/14/2022
Due On: 05/04/2022

Remus, Weddle & Cavenee, LLC

18 West Church Street, 2nd Floor
Frederick, Maryland 21701

Mr. Justin Holder
308 West Chapline Street
Sharpsburg, Maryland 21782

Statement of Account

Outstanding Balance	New Charges	Amount in Trust	Payments Received	**Total Amount Outstanding**
($0.00	+ $2,482.00) - (	$0.00	+ $2,482.00) =	**$0.00**

2022-00005-Holder

Holder/Limited Appearance

Type	Date	Notes	Quantity	Attorney	Rate	Total
Service	02/24/2022	Reviewed email from A. Greivell and motion to quash/protective order	0.50	CER	$250.00	$125.00
Service	02/24/2022	Reviewed Rule 2-131 re: entry of limited appearance, drafted entry of limited appearance, and emailed same to client	0.70	CER	$250.00	$175.00
Service	02/27/2022	Reviewed draft opposition, motion to quash/for protective order, A. Greivell affidavit, and related exhibits, edited/redlined opposition, and email to A. Greivell re: [redacted]	3.40	CER	$250.00	$850.00
Service	02/28/2022	Phone call with A. Greivell re: [redacted]	1.20	CER	$250.00	$300.00
Service	02/28/2022	Final edits to opposition, drafted proposed order, collected and organized exhibits, conferred with J. Weddle re: same, email to client re: same, and finalized and filed entry of limited appearance and opposition	2.60	CER	$250.00	$650.00
Service	02/28/2022	Telephone call with A. Greivell	0.30	JW	$275.00	$82.50

Service	02/28/2022	review and revise draft opposition	0.50	JW	$275.00	$137.50
Service	03/03/2022	Reviewed reply memorandum filed by T. Kovacs, emails from client and attachments to same, and response email to client re: [redacted]	0.90	CER	$250.00	$225.00
Service	03/04/2022	Prep for call with P. Cucuzzella and voicemail re: same	0.20	CER	$250.00	$50.00
Service	03/07/2022	Emails to client re: [redacted]	0.70	CER	$250.00	$175.00
Service	03/10/2022	Reviewed email response from P. Cucuzzella, forwarded same to client, and reviewed orders relating to First American Title	0.20	CER	$250.00	$50.00
Service	03/14/2022	Reviewed Order granting Kovacs motion, conferred with J. Weddle re: same, and email to client re: same	0.40	CER	$250.00	$100.00

Time Keeper	Position	Quantity	Rate	Total
Chaz Remus II	Partner	10.8	$250.00	$2,700.00
Jacob Weddle	Partner	0.8	$275.00	$220.00
			Subtotal	**$2,920.00**
			Invoice Discount	**15.0%**
				Courtesy Discount
			Total	**$2,482.00**
			Payment (04/14/2022)	**-$2,482.00**
			Balance Owing	**$0.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
39	05/04/2022	$2,482.00	$2,482.00	$0.00

RWC IOLTA Trust

Date	Type	Notes	Matter	Receipts	Payments	Balance
04/14/2022		Payment for invoice #39	2022-00005-Holder	$2,482.00		-$2,482.00
			RWC IOLTA Trust Balance		**$0.00**	

Please make all amounts payable to: Remus, Weddle & Cavenee, LLC

Please pay within 20 days.

REMUS,
WEDDLE,
& CAVENEE
ATTORNEYS AT LAW

Remus, Weddle & Cavenee, LLC

18 West Church Street, 2nd Floor
Frederick, Maryland 21701

INVOICE

Invoice # 164
Date: 07/11/2022
Due On: 08/01/2022

Mr. Justin Holder
308 West Chapline Street
Sharpsburg, Maryland 21782

Statement of Account

	Outstanding Balance		New Charges		Amount in Trust		Payments Received		**Total Credit**
(	$0.00	+	$165.00	) - (	$2,602.10	+	$165.00	) =	**$2,602.10**

2022-00005-Holder

Holder/PIA

Type	Date	Notes	Quantity	Attorney	Rate	Total
Service	06/08/2022	telephone call to client to discuss [redacted]	0.30	JW	$275.00	$82.50
Service	06/16/2022	Email to client [redacted]	0.10	JW	$275.00	$27.50
Service	06/16/2022	email to client re: [redacted]	0.20	JW	$275.00	$55.00

Time Keeper	Position	Quantity	Rate	Total
Jacob Weddle	Partner	0.6	$275.00	$165.00
			Total	**$165.00**
			Payment (07/11/2022)	**-$165.00**
			Balance Owing	**$0.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
164	08/01/2022	$165.00	$165.00	$0.00

RWC IOLTA Trust

Date	Type	Notes	Matter	Receipts	Payments	Balance
03/23/2022	Check	Transfer from G&S Escrow Account - Justin Holder	2022-00005-Holder		$9,841.60	$9,841.60
04/11/2022		Payment for invoice #19	2022-00005-Holder	$4,592.50		$5,249.10
07/11/2022		Payment for invoice #164	2022-00005-Holder	$165.00		$5,084.10
			RWC IOLTA Trust Balance		**$2,602.10**	

Invoice for services through June 30, 2022

Please make all amounts payable to: Remus, Weddle & Cavenee, LLC

Please pay within 21 days.

INVOICE

DATE: October 12, 2022

TO: Justin K. Holder

FROM: Jackie Smith,
P. O. Box 143
Boonsboro, MD 21713

RE: Justin Holder v. Board of County Commissioners, Washington County, Circuit Court of Washington County, MD Case No. C-21-CV-21-000097

September 26, 2022:

Deposition of B. Andrew Bright, 165 Pages

Original Attorney, Mr. Weddle	$ 742.50
Postage (Original to Witness)	12.50
TOTAL	$ 755.00

REMUS,
WEDDLE,
& CAVENEE
ATTORNEYS AT LAW

Remus, Weddle & Cavenee, LLC

18 West Church Street, 2nd Floor
Frederick, Maryland 21701

INVOICE

Invoice # 340
Date: 11/25/2022
Due On: 12/15/2022

Mr. Justin Holder
308 West Chapline Street
Sharpsburg, Maryland 21782

Statement of Account

	Outstanding Balance		New Charges		Amount in Trust		Payments Received		Total Amount Outstanding
(	$0.00	+	$15,482.50	) - (	$0.00	+	$1,602.10	) =	**$13,880.40**

2022-00005-Holder

Holder/PIA

Type	Date	Notes	Quantity	Attorney	Rate	Total
Service	09/01/2022	Draft opposition to motion to strike	4.20	JW	$275.00	$1,155.00
Service	09/02/2022	Legal research re: opposition to motion to strike (1.5); continue drafting opposition to motion to strike (4.6)	6.10	JW	$275.00	$1,677.50
Service	09/03/2022	Legal research re: opposition to motion to strike (0.4); telephone calls with client (0.6); continue drafting opposition to motion to strike (4.3)	5.30	JW	$275.00	$1,457.50
Service	09/04/2022	Email to client re: [redacted] (0.3); continue drafting opposition to motion to strike (5.1)	5.40	JW	$275.00	$1,485.00
Service	09/05/2022	Legal research re: opposition to motion to strike (0.2); finalize draft opposition and send to client for review (5.3)	5.50	JW	$275.00	$1,512.50
Service	09/06/2022	Revise opposition to motion to strike per client comments (0.5); final review and revision to motion to strike (2.1)	2.60	JW	$275.00	$715.00
Service	09/08/2022	Telephone call with client (0.7)	0.70	JW	$275.00	$192.50

Service	09/12/2022	Emails with client and opposing counsel re: scheduling deposition of A. Bright via Zoom or in person	0.20	JW	$275.00	$55.00
Service	09/13/2022	Emails to and from opposing counsel re: scheduling deposition of A. Bright.	0.30	JW	$275.00	$82.50
Service	09/13/2022	Emails to schedule Bright deposition	0.20	JW	$275.00	$55.00
Service	09/19/2022	Work assignment to C. Beck to draft extract text from pretrial statement	0.20	JW	$275.00	$55.00
Service	09/20/2022	Email Order denying motion to strike to client (0.1); draft Pre-trial Statement and email the same to client for review (1.2)	1.30	JW	$275.00	$357.50
Service	09/23/2022	Finalize and file Pre-trial Statement (0.2); prepare for A. Bright deposition (3.6)	3.80	JW	$275.00	$1,045.00
Service	09/24/2022	Prepare for A. Bright deposition	4.60	JW	$275.00	$1,265.00
Service	09/25/2022	Telephone call with client to discuss [redacted]	4.70	JW	$275.00	$1,292.50
Service	09/26/2022	Take A. Bright deposition (5.0); telephone call with client (0.3)	5.30	JW	$275.00	$1,457.50
Service	09/29/2022	Telephone call with client to discuss [redacted]	0.60	JW	$275.00	$165.00
Service	09/30/2022	Travel to and participate in Pre-Trial Conference (1.5); telephone call to client (0.2)	1.70	JW	$275.00	$467.50
Service	10/06/2022	Telephone call to client to discuss [redacted]	0.50	JW	$275.00	$137.50
Service	10/08/2022	Telephone call with client (0.7); email to client re: [redacted] (0.3)	1.00	JW	$275.00	$275.00
Service	10/11/2022	Email to K. Karpinski re: variety of issues re: case and trial date	0.30	JW	$275.00	$82.50
Service	10/12/2022	Telephone call to B. Yeakle to advise objection J. Long acting as trial judge, and email to client; review and respond to motion to continue trial	0.30	JW	$275.00	$82.50
Service	10/13/2022	Email to opposing counsel re: consent motion to continue the trial	0.10	JW	$275.00	$27.50
Service	10/18/2022	Telephone call with client (0.2)	0.20	JW	$275.00	$55.00
Service	10/20/2022	Research ability to file jury demand (0.6); telephone call with client re: [redacted] (0.1); draft and file demand for jury trial (0.4).	1.10	JW	$275.00	$302.50
Service	10/24/2022	Email re: continuance of trial	0.10	JW	$275.00	$27.50

Time Keeper	Position	Quantity	Rate	Total
Jacob Weddle	Partner	56.3	$275.00	$15,482.50
			Total	**$15,482.50**
			Payment (11/25/2022)	**-$1,602.10**
			Balance Owing	**$13,880.40**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
340	12/15/2022	$15,482.50	$1,602.10	$13,880.40
			Outstanding Balance	**$13,880.40**
			Amount in Trust	**$0.00**
			Total Amount Outstanding	**$13,880.40**

RWC IOLTA Trust

Date	Type	Notes	Matter	Receipts	Payments	Balance
03/23/2022	Check	Transfer from G&S Escrow Account - Justin Holder	2022-00005-Holder		$9,841.60	$9,841.60
04/11/2022		Payment for invoice #19	2022-00005-Holder	$4,592.50		$5,249.10
07/05/2022	Check	Justin Holder	2022-00005-Holder		$4,000.00	$9,249.10
07/11/2022		Payment for invoice #164	2022-00005-Holder	$165.00		$9,084.10
09/15/2022		Payment for invoice #245	2022-00005-Holder	$6,602.10		$2,482.00
10/03/2022	Check	Justin Holder	2022-00005-Holder		$10,000.00	$12,482.00
10/06/2022		Payment for invoice #245	2022-00005-Holder	$8,397.90		$4,084.10

11/25/2022		Payment for invoice #340	2022-00005-Holder	$1,602.10		$2,482.00

RWC IOLTA Trust Balance **$0.00**

RWC Operating

Date	Type	Notes	Matter	Receipts	Payments	Balance
04/11/2022		Payment for invoice #19	2022-00005-Holder		$4,592.50	$4,592.50
04/11/2022		Payment for invoice #19	2022-00005-Holder	$4,592.50		$0.00
07/11/2022		Payment for invoice #164	2022-00005-Holder		$165.00	$165.00
07/11/2022		Payment for invoice #164	2022-00005-Holder	$165.00		$0.00
09/15/2022		Payment for invoice #245	2022-00005-Holder		$6,602.10	$6,602.10
09/15/2022		Payment for invoice #245	2022-00005-Holder	$6,602.10		$0.00
10/06/2022		Payment for invoice #245	2022-00005-Holder		$8,397.90	$8,397.90
10/06/2022		Payment for invoice #245	2022-00005-Holder	$8,397.90		$0.00
11/25/2022		Payment for invoice #340	2022-00005-Holder		$1,602.10	$1,602.10
11/25/2022		Payment for invoice #340	2022-00005-Holder	$1,602.10		$0.00

RWC Operating Balance **$0.00**

Total Account Balance **$0.00**

Invoice for services through October 31, 2022

Please make all amounts payable to: Remus, Weddle & Cavenee, LLC

Please pay within 20 days.

REMUS,
WEDDLE,
& CAVENEE
ATTORNEYS AT LAW

INVOICE

Invoice # 481
Date: 02/20/2023
Due On: 03/13/2023

Remus, Weddle & Cavenee, LLC

18 West Church Street, 2nd Floor
Frederick, Maryland 21701

Mr. Justin Holder
308 West Chapline Street
Sharpsburg, Maryland 21782

Statement of Account

	Outstanding Balance		New Charges		Amount in Trust		Payments Received		**Total Amount Outstanding**
(	$0.00	+	$1,127.50	) - (	$0.00	+	$1,119.60	) =	**$7.90**

2022-00005-Holder

Holder/PIA

Type	Date	Notes	Quantity	Attorney	Rate	Total
Service	11/11/2022	Email to J. Holder re: [redacted]	0.10	JW	$275.00	$27.50
Service	11/14/2022	Review MPIA meeting between J. Holder and K. Karpinski, and email to client re: [redacted]	0.10	JW	$275.00	$27.50
Service	11/15/2022	Review MPIA meeting between J. Holder and K. Karpinski, and email to client re: [redacted]	0.10	JW	$275.00	$27.50
Service	11/29/2022	Telephone call with client to discuss [redacted]	0.30	JW	$275.00	$82.50
Service	12/08/2022	Telephone call to client	0.20	JW	$275.00	$55.00
Service	01/19/2023	Telephone calls with client to discuss [redacted] (0.8)	0.80	JW	$275.00	$220.00
Service	01/20/2023	Review materials in preparation for scheduling conference (2.0); participate in scheduling conference (0.2); telephone call with client after scheduling conference (0.3)	2.50	JW	$275.00	$687.50

Time Keeper	Position	Quantity	Rate	Total
Jacob Weddle	Partner	4.1	$275.00	$1,127.50
			Total	**$1,127.50**
			Payment (02/20/2023)	**-$1,119.60**
			Balance Owing	**$7.90**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
481	03/13/2023	$1,127.50	$1,119.60	$7.90
			Outstanding Balance	**$7.90**
			Amount in Trust	**$0.00**
			Total Amount Outstanding	**$7.90**

RWC IOLTA Trust

Date	Type	Notes	Matter	Receipts	Payments	Balance
03/23/2022	Check	Transfer from G&S Escrow Account - Justin Holder	2022-00005-Holder		$9,841.60	$9,841.60
04/11/2022		Payment for invoice #19	2022-00005-Holder	$4,592.50		$5,249.10
07/05/2022	Check	Justin Holder	2022-00005-Holder		$4,000.00	$9,249.10
07/11/2022		Payment for invoice #164	2022-00005-Holder	$165.00		$9,084.10
09/15/2022		Payment for invoice #245	2022-00005-Holder	$6,602.10		$2,482.00
10/03/2022	Check	Justin Holder	2022-00005-Holder		$10,000.00	$12,482.00
10/06/2022		Payment for invoice #245	2022-00005-Holder	$8,397.90		$4,084.10

11/25/2022		Payment for invoice #340	2022-00005-Holder	$1,602.10		$2,482.00
01/13/2023	Check		2022-00005-Holder		$15,000.00	$17,482.00
01/16/2023		Payment for invoice #340	2022-00005-Holder	$13,880.40		$3,601.60
02/20/2023		Payment for invoice #481	2022-00005-Holder	$1,119.60		$2,482.00
			RWC IOLTA Trust Balance		**$0.00**	

RWC Operating

Date	Type	Notes	Matter	Receipts	Payments	Balance
04/11/2022		Payment for invoice #19	2022-00005-Holder		$4,592.50	$4,592.50
04/11/2022		Payment for invoice #19	2022-00005-Holder	$4,592.50		$0.00
07/11/2022		Payment for invoice #164	2022-00005-Holder		$165.00	$165.00
07/11/2022		Payment for invoice #164	2022-00005-Holder	$165.00		$0.00
09/15/2022		Payment for invoice #245	2022-00005-Holder		$6,602.10	$6,602.10
09/15/2022		Payment for invoice #245	2022-00005-Holder	$6,602.10		$0.00
10/06/2022		Payment for invoice #245	2022-00005-Holder		$8,397.90	$8,397.90
10/06/2022		Payment for invoice #245	2022-00005-Holder	$8,397.90		$0.00
11/25/2022		Payment for invoice #340	2022-00005-Holder		$1,602.10	$1,602.10
11/25/2022		Payment for invoice #340	2022-00005-Holder	$1,602.10		$0.00
01/16/2023		Payment for invoice #340	2022-00005-Holder		$13,880.40	$13,880.40
01/16/2023		Payment for invoice #340	2022-00005-Holder	$13,880.40		$0.00
02/20/2023		Payment for invoice #481	2022-00005-Holder		$1,119.60	$1,119.60
02/20/2023		Payment for invoice	2022-00005-Holder	$1,119.60		$0.00

#481		
	RWC Operating Balance	**$0.00**
	Total Account Balance	**$0.00**

Please make all amounts payable to: Remus, Weddle & Cavenee, LLC

Please pay within 21 days.

REMUS,
WEDDLE,
& CAVENEE
ATTORNEYS AT LAW

INVOICE

Invoice # 584
Date: 05/05/2023
Due On: 05/25/2023

Remus, Weddle & Cavenee, LLC

18 West Church Street
Frederick, Maryland 21701

Mr. Justin Holder
308 West Chapline Street
Sharpsburg, Maryland 21782

Statement of Account

	Outstanding Balance		New Charges		Amount in Trust		Payments Received		Total Amount Outstanding
(	$7.90	+	$452.90	) - (	$0.00	+	$0.00	) =	**$460.80**

2022-00005-Holder

Holder/PIA

Type	Date	Notes	Quantity	Attorney	Rate	Total
Service	03/08/2023	Telephone call to client (0.6)	0.60	JW	$275.00	$165.00
Expense	04/11/2023	Printing/Copying	1.00	CB	$95.40	$95.40
Service	04/11/2023	Telephone call to client re: [redacted] (0.4); telephone call to R. Baldwin re: [redacted] (0.3)	0.70	JW	$275.00	$192.50

Time Keeper	Position	Quantity	Rate	Total
Jacob Weddle	Partner	1.3	$275.00	$357.50
			Total	**$452.90**

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
481	03/13/2023	$1,127.50	$1,119.60	$7.90

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
584	05/25/2023	$452.90	$0.00	$452.90

Outstanding Balance	**$460.80**
Amount in Trust	**$0.00**
Total Amount Outstanding	**$460.80**

RWC IOLTA Trust

Date	Type	Notes	Matter	Receipts	Payments	Balance
03/23/2022	Check	Transfer from G&S Escrow Account - Justin Holder	2022-00005-Holder		$9,841.60	$9,841.60
04/11/2022		Payment for invoice #19	2022-00005-Holder	$4,592.50		$5,249.10
07/05/2022	Check	Justin Holder	2022-00005-Holder		$4,000.00	$9,249.10
07/11/2022		Payment for invoice #164	2022-00005-Holder	$165.00		$9,084.10
09/15/2022		Payment for invoice #245	2022-00005-Holder	$6,602.10		$2,482.00
10/03/2022	Check	Justin Holder	2022-00005-Holder		$10,000.00	$12,482.00
10/06/2022		Payment for invoice #245	2022-00005-Holder	$8,397.90		$4,084.10
11/25/2022		Payment for invoice #340	2022-00005-Holder	$1,602.10		$2,482.00
01/13/2023	Check		2022-00005-Holder		$15,000.00	$17,482.00
01/16/2023		Payment for invoice #340	2022-00005-Holder	$13,880.40		$3,601.60

02/20/2023		Payment for invoice #481	2022-00005-Holder	$1,119.60		$2,482.00
			RWC IOLTA Trust Balance		**$0.00**	

RWC Operating

Date	Type	Notes	Matter	Receipts	Payments	Balance
04/11/2022		Payment for invoice #19	2022-00005-Holder		$4,592.50	$4,592.50
04/11/2022		Payment for invoice #19	2022-00005-Holder	$4,592.50		$0.00
07/11/2022		Payment for invoice #164	2022-00005-Holder		$165.00	$165.00
07/11/2022		Payment for invoice #164	2022-00005-Holder	$165.00		$0.00
09/15/2022		Payment for invoice #245	2022-00005-Holder		$6,602.10	$6,602.10
09/15/2022		Payment for invoice #245	2022-00005-Holder	$6,602.10		$0.00
10/06/2022		Payment for invoice #245	2022-00005-Holder		$8,397.90	$8,397.90
10/06/2022		Payment for invoice #245	2022-00005-Holder	$8,397.90		$0.00
11/25/2022		Payment for invoice #340	2022-00005-Holder		$1,602.10	$1,602.10
11/25/2022		Payment for invoice #340	2022-00005-Holder	$1,602.10		$0.00
01/16/2023		Payment for invoice #340	2022-00005-Holder		$13,880.40	$13,880.40
01/16/2023		Payment for invoice #340	2022-00005-Holder	$13,880.40		$0.00
02/20/2023		Payment for invoice #481	2022-00005-Holder		$1,119.60	$1,119.60
02/20/2023		Payment for invoice #481	2022-00005-Holder	$1,119.60		$0.00
			RWC Operating Balance		**$0.00**	
			Total Account Balance		**$0.00**	

Invoice for services and expenses through April 30, 2023

Please make all amounts payable to: Remus, Weddle & Cavenee, LLC

Please pay within 20 days.

Remus, Weddle & Cavenee, LLC

18 West Church Street
Frederick, Maryland 21701

INVOICE

Invoice # 584
Date: 05/05/2023
Due On: 05/25/2023

Pay your invoice online

To pay your invoice, open the camera on your mobile device and place the QR code in the camera's view.

Or, click here if you're viewing on a computer or smartphone.

REMUS,
WEDDLE,
& CAVENEE
ATTORNEYS AT LAW

INVOICE

Invoice # 829
Date: 09/10/2023
Due On: 10/02/2023

Remus, Weddle & Cavenee, LLC

18 West Church Street
Frederick, Maryland 21701

Mr. Justin Holder
308 West Chapline Street
Sharpsburg, Maryland 21782

Statement of Account

Outstanding Balance		New Charges		Amount in Trust		Payments Received		**Total Amount Outstanding**
($0.00	+	$9,000.00	) - (	$0.00	+	$0.00	) =	**$9,000.00**

2022-00005-Holder

Holder/PIA

Type	Date	Notes	Quantity	Attorney	Rate	Total
Service	05/19/2023	Telephone call with client re: [redacted] (0.9); research annotations and send the same to client (0.4)	1.30	JW	$275.00	$357.50
Expense	05/22/2023	Woodsboro Bank (NSF Fee): Returned check ($460.80) for Justin Holder (2022-00005-Holder)	1.00	SC	$10.00	$10.00
Service	05/31/2023	Draft response to emergency motion (0.3)	0.30	JW	$275.00	$82.50
Service	06/01/2023	Telephone call with client to discuss [redacted] (0.5); research re: opposition to motion to strike jury demand (1.4)	1.90	JW	$275.00	$522.50
Service	06/04/2023	Draft opposition to motion to strike jury demand (4.3); emails to client [redacted] (0.6)	4.90	JW	$275.00	$1,347.50
Service	06/05/2023	Telephone calls with client (0.8); finalize and file opposition to motion to strike jury demand (); email rough draft to client (0.1); revise affidavit and send to client for	5.40	JW	$275.00	$1,485.00

		signature (0.3)				
Service	06/07/2023	Telephone call to client (0.6)	0.60	JW	$275.00	$165.00
Service	06/09/2023	Review FNP article re: Sugarloaf Alliance case; email to client [redacted]	0.70	JW	$275.00	$192.50
Service	06/12/2023	Email to client re: [redacted]	0.20	JW	$275.00	$55.00
Expense	06/13/2023	Transcript Order: for Audio Recording	1.00	CB	$27.00	$27.00
Service	06/18/2023	Telephone call to client (0.2)	0.20	JW	$275.00	$55.00
Service	06/19/2023	Review audio of Karpinski's argument in Sugarloaf case and email to client [redacted] (0.5)	0.50	JW	$275.00	$137.50
Expense	06/22/2023	Printing/Copying: for sugarloaf alliance	1.00	CB	$234.00	$234.00
Service	06/22/2023	Telephone call with client (2.2); email to C. Beck re: [redacted] (0.2)	2.40	JW	$275.00	$660.00
Service	06/28/2023	Review client's draft appellate brief and suggest edits	3.40	JW	$275.00	$935.00
Service	06/29/2023	Telephone calls to client (1.0); review client's draft appellate brief and suggest edits (3.2)	4.20	JW	$275.00	$1,155.00
Service	07/02/2023	Review and revise brief; send to J. Holder to make revisions	0.50	JW	$275.00	$137.50
Service	07/03/2023	Review and revise section 1 of brief and send the same to J. Holder.	1.20	JW	$275.00	$330.00
Service	07/04/2023	Telephone call to client re: [redacted] (0.2)	0.20	JW	$275.00	$55.00
Service	07/05/2023	Review and revise appellate brief (2.2)	2.20	JW	$275.00	$605.00
Service	07/06/2023	Telephone call with client (0.7); review and revise appellate brief (3.7)	4.40	JW	$275.00	$1,210.00
Service	07/07/2023	Email to client re: [redacted]	0.30	JW	$275.00	$82.50
Service	07/09/2023	Emails to client re: [redacted] (0.2)	0.20	JW	$275.00	$55.00

Time Keeper	**Position**	**Quantity**	**Rate**	**Total**
Jacob Weddle	Partner	35.0	$275.00	$9,625.00
			Subtotal	**$9,896.00**

Invoice Discount	**$896.00**
	Courtesy Reduction
Total	**$9,000.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
829	10/02/2023	$9,000.00	$0.00	$9,000.00
			Outstanding Balance	**$9,000.00**
			Amount in Trust	**$0.00**
			Total Amount Outstanding	**$9,000.00**

RWC IOLTA Trust

Date	Type	Notes	Matter	Receipts	Payments	Balance
03/23/2022	Check	Transfer from G&S Escrow Account - Justin Holder	2022-00005-Holder		$9,841.60	$9,841.60
04/11/2022		Payment for invoice #19	2022-00005-Holder	$4,592.50		$5,249.10
07/05/2022	Check	Justin Holder	2022-00005-Holder		$4,000.00	$9,249.10
07/11/2022		Payment for invoice #164	2022-00005-Holder	$165.00		$9,084.10
09/15/2022		Payment for invoice #245	2022-00005-Holder	$6,602.10		$2,482.00
10/03/2022	Check	Justin Holder	2022-00005-Holder		$10,000.00	$12,482.00
10/06/2022		Payment for invoice #245	2022-00005-Holder	$8,397.90		$4,084.10
11/25/2022		Payment for invoice #340	2022-00005-Holder	$1,602.10		$2,482.00
01/13/2023	Check		2022-00005-Holder		$15,000.00	$17,482.00

01/16/2023		Payment for invoice #340	2022-00005-Holder	$13,880.40		$3,601.60
02/20/2023		Payment for invoice #481	2022-00005-Holder	$1,119.60		$2,482.00
			RWC IOLTA Trust Balance		**$0.00**	

RWC Operating

Date	Type	Notes	Matter	Receipts	Payments	Balance
04/11/2022		Payment for invoice #19	2022-00005-Holder		$4,592.50	$4,592.50
04/11/2022		Payment for invoice #19	2022-00005-Holder	$4,592.50		$0.00
07/11/2022		Payment for invoice #164	2022-00005-Holder		$165.00	$165.00
07/11/2022		Payment for invoice #164	2022-00005-Holder	$165.00		$0.00
09/15/2022		Payment for invoice #245	2022-00005-Holder		$6,602.10	$6,602.10
09/15/2022		Payment for invoice #245	2022-00005-Holder	$6,602.10		$0.00
10/06/2022		Payment for invoice #245	2022-00005-Holder		$8,397.90	$8,397.90
10/06/2022		Payment for invoice #245	2022-00005-Holder	$8,397.90		$0.00
11/25/2022		Payment for invoice #340	2022-00005-Holder		$1,602.10	$1,602.10
11/25/2022		Payment for invoice #340	2022-00005-Holder	$1,602.10		$0.00
01/16/2023		Payment for invoice #340	2022-00005-Holder		$13,880.40	$13,880.40
01/16/2023		Payment for invoice #340	2022-00005-Holder	$13,880.40		$0.00
02/20/2023		Payment for invoice #481	2022-00005-Holder		$1,119.60	$1,119.60
02/20/2023		Payment for invoice #481	2022-00005-Holder	$1,119.60		$0.00
05/26/2023		Payment for bill #584	2022-00005-Holder		$452.90	$452.90
05/26/2023		Payment for bill #584	2022-00005-Holder	$452.90		$0.00

05/26/2023	Payment for bill #481	2022-00005-Holder		$7.90	$7.90
05/26/2023	Payment for bill #481	2022-00005-Holder	$7.90		$0.00
			RWC Operating Balance	**$0.00**	
			Total Account Balance	**$0.00**	

Please make all amounts payable to: Remus, Weddle & Cavenee, LLC

Please pay within 22 days.

Gmail

You paid an invoice! (#9574030)

Justin Holder <jholder2004@gmail.com> Thu, Sep 14, 2023 at 10:50 AM
To: Jacob Weddle <jweddle@rwclawyers.com>
Cc: Cassie Beck <cbeck@rwclawyers.com>

[redacted]

---------- Forwarded message ---------
From: **Integrity Investigations & Processing** <messenger@messaging.squareup.com>
Date: Thu, Sep 14, 2023, 10:46 AM
Subject: You paid an invoice! (#9574030)
To: <jholder2004@gmail.com>

Integrity
INVESTIGATIONS & PROCESSING

Integrity Investigations & Processing

Invoice Paid

$182.00

Paid with Visa 1826 on September 14, 2023 at 10:46 AM

Barry Levey
Invoice #9574030
September 14, 2023

Customer

Justin Holder
jholder2004@gmail.com
240-356-2008
308 W. Chaplin St.
Sharpsburg, MD 21782

Date of service

September 13, 2023

Download Invoice PDF

Message

IF PAYING BY CHECK, PLEASE DISCOUNT CREDIT CARD FEE!

Our business is serving you!

Invoices 30 days past due will incur a 10% late fee per month.

Invoice summary

PPS HAGERSTOWN, MD	**$50.00**
RUSH SERVICE	**$125.00**
Subtotal	$175.00
Credit Card Processing Fee (4%)	$7.00
Total Paid	**$182.00**

Visa 1626 09/14/23, 10:46 AM

Send estimates or invoices for your business?

Process $1,000 in sales free when you sign up for Square.

Get Started

Integrity Investigations & Processing
P.O. Box 2493
HAGERSTOWN, MD 21741-2493 United States
info@integrityinvestigations.org
301-733-7761

Please contact Integrity Investigations & Processing about its privacy practices.

Gmail Justin Holder <jholder2004@gmail.com>

You paid an invoice! (#9574027)

Justin Holder <jholder2004@gmail.com> Fri, Sep 15, 2023 at 12:55 PM
To: Jacob Weddle <jweddle@rwclawyers.com>
Cc: Cassie Beck <cbeck@rwclawyers.com>

[redacted]

---------- Forwarded message ---------
From: **Integrity Investigations & Processing** <messenger@messaging.squareup.com>
Date: Fri, Sep 15, 2023, 12:54 PM
Subject: You paid an invoice! (#9574027)
To: <jholder2004@gmail.com>

Integrity
INVESTIGATIONS & PROCESSING

Integrity Investigations & Processing

Invoice Paid

$182.00

Paid with Visa 1626 on September 15, 2023 at 12:54 PM

Joshua O'Neal
Invoice #9574027
September 15, 2023

E1075

Customer

Justin Holder
[illegible]
240-356-2008
308 W. Chaplin St.
Sharpsburg, MD 21782

Date of service

September 15, 2023

[illegible]

Message

IF PAYING BY CHECK, PLEASE DISCOUNT CREDIT CARD FEE!

Our business is serving you!

Invoices 30 days past due will incur a 10% late fee per month.

Invoice summary

PPS HAGERSTOWN, MD	**$50.00**
RUSH SERVICE	**$125.00**
Subtotal	$175.00
Credit Card Processing Fee (4%)	$7.00
Total Paid	**$182.00**

Visa 1626	09/15/23, 12:54 PM

Send estimates or invoices for your business?

Process $1,000 in sales free when you sign up for Square.

Get Started

Integrity Investigations & Processing

P.O. Box 2493
HAGERSTOWN, MD 21741-2493 United States

301-733-7761

Please contact Integrity Investigations & Processing about its privacy practices.

REMUS,
WEDDLE,
& CAVENEE
ATTORNEYS AT LAW

INVOICE

Invoice # 887
Date: 10/22/2023
Due On: 11/13/2023

Remus, Weddle & Cavenee, LLC

18 West Church Street
Frederick, Maryland 21701

Mr. Justin Holder
308 West Chapline Street
Sharpsburg, Maryland 21782

Statement of Account

	Outstanding Balance		New Charges		Amount in Trust		Payments Received		**Total Amount Outstanding**
(	$0.00	+	$22,875.00	) - (	$0.00	+	$0.00	) =	**$22,875.00**

2022-00005-Holder

Holder/PIA

Type	Date	Notes	Quantity	Attorney	Rate	Total
Service	08/29/2023	Prepare and review for Motion to Strike Jury Demand hearing	2.30	JW	$275.00	$632.50
Service	08/30/2023	Prepare for and attend hearing for Motion to Strike Jury Demand.	3.30	JW	$275.00	$907.50
Service	09/06/2023	Telephone call to client	0.30	JW	$275.00	$82.50
Service	09/10/2023	Telephone call to client to discuss case	1.00	JW	$275.00	$275.00
Service	09/21/2023	Telephone call to client to discuss case	0.50	JW	$275.00	$137.50
Service	09/26/2023	Telephone call to client to discuss case	0.20	JW	$275.00	$55.00
Service	10/03/2023	Telephone call to client to discuss case	0.20	JW	$275.00	$55.00
Service	10/10/2023	Telephone calls to client to prepare for trial	0.20	JW	$275.00	$55.00
Service	10/11/2023	Telephone calls to client to prepare for trial	1.20	JW	$275.00	$330.00
Service	10/12/2023	Research SOL of malicious destruction of property. Confer with J. Weddle and B. Bauhof re: same.	0.40	AK	$250.00	$100.00
Service	10/12/2023	Telephone calls to client to prepare for trial	2.90	JW	$275.00	$797.50

Service	10/13/2023	Trial preparation	8.00	JW	$275.00	$2,200.00
Service	10/14/2023	Trial preparation	8.10	JW	$275.00	$2,227.50
Service	10/15/2023	Conferred with J. Weddle re: proposed arguments and issues for trial	0.50	CER	$250.00	$125.00
Service	10/15/2023	Review Holder invoices, organize chronologically, and begin summary spreadsheet. Confer w/ J. Weddle re: same.	2.50	AK	$250.00	$625.00
Service	10/15/2023	Trial preparation	7.80	JW	$275.00	$2,145.00
Service	10/16/2023	Confer with J. Weddle re: Holder invoice summary and incorporate revisions. Review and redact all invoices. Finalize summary and prepare invoice exhibit packets. Email summary to J. Weddle.	2.50	AK	$250.00	$625.00
Service	10/16/2023	Conferred with J. Weddle re: public interest arguments	0.50	CER	$250.00	$125.00
Service	10/16/2023	Trial preparation	7.70	JW	$275.00	$2,117.50
Service	10/16/2023	Conferred with J. Weddle re: record retention policy and research re: same	0.40	CER	$250.00	$100.00
Service	10/17/2023	Prepare for and attend trial (cancelled that day because of scheduling miscommunication) ; confer with client and prepare for Wednesday trial.	5.00	JW	$275.00	$1,375.00
Service	10/18/2023	Prepare for and attend trial	9.00	JW	$275.00	$2,475.00
Service	10/20/2023	Prepare for trial.	4.30	JW	$275.00	$1,182.50
Service	10/21/2023	Researched PIA.	3.30	BN	$0.00	$0.00
Service	10/21/2023	Prepare for continuance of trial.	7.50	JW	$275.00	$2,062.50
Service	10/22/2023	Prepare for continuance of trial	7.50	JW	$275.00	$2,062.50

Time Keeper	**Position**	**Quantity**	**Rate**	**Total**
Andrew Kiphart	Attorney	5.4	$250.00	$1,350.00
Bridget Nolen	Attorney	3.3	$0.00	$0.00
Chaz Remus II	Partner	1.4	$250.00	$350.00
Jacob Weddle	Partner	77.0	$275.00	$21,175.00
			Total	**$22,875.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
887	11/13/2023	$22,875.00	$0.00	$22,875.00
			Outstanding Balance	**$22,875.00**
			Amount in Trust	**$0.00**
			Total Amount Outstanding	**$22,875.00**

RWC IOLTA Trust

Date	Type	Notes	Matter	Receipts	Payments	Balance
03/23/2022	Check	Transfer from G&S Escrow Account - Justin Holder	2022-00005-Holder		$9,841.60	$9,841.60
04/11/2022		Payment for invoice #19	2022-00005-Holder	$4,592.50		$5,249.10
07/05/2022	Check	Justin Holder	2022-00005-Holder		$4,000.00	$9,249.10
07/11/2022		Payment for invoice #164	2022-00005-Holder	$165.00		$9,084.10
09/15/2022		Payment for invoice #245	2022-00005-Holder	$6,602.10		$2,482.00
10/03/2022	Check	Justin Holder	2022-00005-Holder		$10,000.00	$12,482.00
10/06/2022		Payment for invoice #245	2022-00005-Holder	$8,397.90		$4,084.10
11/25/2022		Payment for invoice #340	2022-00005-Holder	$1,602.10		$2,482.00
01/13/2023	Check		2022-00005-Holder		$15,000.00	$17,482.00
01/16/2023		Payment for invoice #340	2022-00005-Holder	$13,880.40		$3,601.60
02/20/2023		Payment for invoice #481	2022-00005-Holder	$1,119.60		$2,482.00
			RWC IOLTA Trust Balance		**$0.00**	

RWC Operating

Date	Type	Notes	Matter	Receipts	Payments	Balance
04/11/2022		Payment for invoice #19	2022-00005-Holder		$4,592.50	$4,592.50
04/11/2022		Payment for invoice #19	2022-00005-Holder	$4,592.50		$0.00
07/11/2022		Payment for invoice #164	2022-00005-Holder		$165.00	$165.00
07/11/2022		Payment for invoice #164	2022-00005-Holder	$165.00		$0.00
09/15/2022		Payment for invoice #245	2022-00005-Holder		$6,602.10	$6,602.10
09/15/2022		Payment for invoice #245	2022-00005-Holder	$6,602.10		$0.00
10/06/2022		Payment for invoice #245	2022-00005-Holder		$8,397.90	$8,397.90
10/06/2022		Payment for invoice #245	2022-00005-Holder	$8,397.90		$0.00
11/25/2022		Payment for invoice #340	2022-00005-Holder		$1,602.10	$1,602.10
11/25/2022		Payment for invoice #340	2022-00005-Holder	$1,602.10		$0.00
01/16/2023		Payment for invoice #340	2022-00005-Holder		$13,880.40	$13,880.40
01/16/2023		Payment for invoice #340	2022-00005-Holder	$13,880.40		$0.00
02/20/2023		Payment for invoice #481	2022-00005-Holder		$1,119.60	$1,119.60
02/20/2023		Payment for invoice #481	2022-00005-Holder	$1,119.60		$0.00
05/26/2023		Payment for bill #584	2022-00005-Holder		$452.90	$452.90
05/26/2023		Payment for bill #584	2022-00005-Holder	$452.90		$0.00
05/26/2023		Payment for bill #481	2022-00005-Holder		$7.90	$7.90
05/26/2023		Payment for bill #481	2022-00005-Holder	$7.90		$0.00
10/13/2023		Payment for bill #829	2022-00005-Holder		$9,000.00	$9,000.00
10/13/2023		Payment for bill #829	2022-00005-Holder	$9,000.00		$0.00

RWC Operating Balance	**$0.00**
Total Account Balance	**$0.00**

Invoice for fees and expenses through October 22, 2023

Please make all amounts payable to: Remus, Weddle & Cavenee, LLC

Please pay within 22 days.